



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

**AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY**

FEBRUARY 28, 2018

**5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION**

IRWINDALE CITY HALL / COUNCIL CHAMBER

**CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 5:30 P.M.

1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- | | | |
|----|-----------------------|--|
| A. | Property: | United Rock Products Corporation Pit No. 3 |
| | Negotiating Parties: | City of Irwindale and United Rock Products Corporation |
| | Under Negotiation: | Price and terms of sale |
| | Conflict of Interest: | None |
| | | |
| B. | Property: | 16203-33 Arrow Highway |
| | Negotiating Parties: | Housing Authority and Panattoni |
| | Under Negotiation: | Price and Terms |
| | Conflict of Interest: | None |
| | | |
| C. | Property: | Las Casitas |
| | Parties: | Northridge Group & Housing Authority |
| | Under Negotiation: | Price and terms |
| | Conflict of Interest: | None |
| | | |
| D. | Property: | 4826 Baca Avenue |
| | Negotiating Parties: | Housing Authority and IMD Enterprises, LLC |
| | Under Negotiation: | Price and Terms |
| | Conflict of Interest: | Breceda and Garcia |
| | | |
| E. | Property: | 5134 Irwindale Avenue |
| | Negotiating Parties: | Housing Authority & Miguel Miranda and Michael Miranda |
| | Under Negotiation: | Price and terms |
| | Conflict of Interest: | Breceda and Garcia |

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: City of Irwindale v. Huy Fong Foods, Inc.
Case Number: BC 621610
Conflict of Interest: Ortiz

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
 - 1. Administration of Oaths of Office for Irwindale Police Officers Kristen Reyes & Jorge Rodriguez
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Presentation to Chamber of Commerce Business of the Month – Superior Communications
 - 2. Presentation by Valley County Water District General Manager on District Water Use

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 24, 2018
2. Regular meeting held February 14, 2018

B. Warrants/Demands/Payroll

Recommendation: Approve

C. 2nd Reading of Ordinance 721

Recommendation: **Adopt on second reading Ordinance No. 721** entitled, "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRVINDALE, CALIFORNIA REPEALING AND REPLACING IRVINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS" reading by title only and waiving further reading thereof.

D. Request to Approve a Professional Consulting Contract with PlaceWorks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines; and 2) Approve an Appropriation to the Special State Fund 35 to be Fully Reimbursable for the Active Transportation Program Cycle 2 Grant Awarded for this Project

Recommendation: (1) Approve the contract with PlaceWorks for the preparation for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines and (2) **adopt Resolution No. 2018-15-3009** approving an appropriation in the amount of \$154,000 to the Special State Fund 35 to be fully reimbursable for the Active Transportation Program Cycle 2 Grant.

- E. Abbreviated Source Vulnerability Assessment Report for the City's Various Water Supply Sources

Recommendation: Receive and file the Abbreviated Source Vulnerability Assessment Report for the city's various water supply sources.

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. CITY MANAGER'S REPORT
5. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 24, 2018
2. Regular meeting held February 14, 2018

- B. Warrants

Recommendation: Approve

2. NEW BUSINESS
3. PUBLIC HEARINGS
4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 24, 2018
2. Regular meeting held February 14, 2018

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **ADJOURN**

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on February 28, 2018 be posted at the City Hall, Library, and Post Office on February 22, 2018.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 28 2018

JANUARY 24, 2018
WEDNESDAY
5:30 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: Fred Galante, City Attorney; Theresa Olivares,
Assistant City Manager; Ty Henshaw, Chief of Police; William Tam,
Development Services Director/ City Engineer; Eva Carreon,
Director of Finance; Mary Hull, Human Resources Manager, and
Laura Nieto, Chief Deputy City Clerk

RECESS TO
CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: United Rock Products Corporation Pit No. 3
Negotiating Parties: City of Irwindale and United Rock Products
Corporation
Under Negotiation: Price and terms of sale

ACTION: Not discussed

Liability Claims

Pursuant to Government Code Section 54956.95

Claimant: Various
Agency Claimed Against: City of Irwindale

ACTION: Update given; direction provided. No further reportable
action taken

Public Employee Appointment

Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: A motion was made by Councilmember Burrola,
seconded by Mayor Breceda, to accept City Manager
Davidson's retirement, with a termination effective date
of January 31st. The motion was unanimously
approved. Direction was given; no further reportable
action was taken.

RECONVENE IN
OPEN SESSION

At 6:49 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

MAYOR BRECEDA

Mayor Breceda requested that tonight's meeting be adjourned in memory of Maxine Rodriguez Nunez.

**COUNCILMEMBER
ORTIZ**

Councilmember Ortiz reported on the recent Foothill Gold Line meeting that he attended, where the Azusa to Montclair extension was discussed. He also requested that the report that he has previously asked for regarding air and water quality be provided to the Council, to which Assistant City Manager Olivares advised that staff will follow-up and report back to the Council. He then requested an update on the Manning Pit and asked that a study on the city-owned 10 acres be conducted to consider its future use.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**INTRODUCTION OF
FINANCE ANALYST
CLAUDIA CARLOS**

INTRODUCTION OF FINANCE ANALYST CLAUDIA CARLOS

The introduction was made.

**INTRODUCTION OF
FINANCE TECHNICIAN
ISABEL MARIN**

INTRODUCTION OF FINANCE TECHNICIAN ISABEL MARIN

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

**CHAMBER OF
COMMERCE
BUSINESS OF THE
MONTH – COURTYARD
BY MARRIOTT
LOS ANGELES**

**CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
COURTYARD BY MARRIOTT LOS ANGELES**

Representative not in attendance; the presentation was not made.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA	Dena Zepeda congratulated the newly hired Finance staff, and Assistant City Manager Olivares on her promotion. She also reminded the Councilmembers of what the community expects of them and expressed her hope that they work together with respect. She also suggested that the Council not waste any time in selecting a new City Manager, and spoke in support of giving raises to all city employees.
CARMEN ROMAN	Carmen Roman spoke of Assistant City Manager Olivares' experience with the city and supported hiring Mrs. Olivares as City Manager. She also suggested that tutoring programs be offered at a discount.
DENA ZEPEDA	Dena Zepeda spoke on the devastating effects of cancer on the community and requested that environmental factors be studied.
SUZANNE GOMEZ	Suzanne Gomez suggested that the Council do more to replenish city funds, that the Police Department staff receive adequate funding and training, expressed her interest in reviewing the General Plan, suggested that the Gym be replaced, that the tennis courts be removed, and that internal promotions be awarded based on merit.
COUNCILMEMBER BURROLA	Councilmember Burrola requested that the budget be reviewed, that staff receive more training, that Recreation programs be reviewed, and that lighting along median islands be studied to see whether funds are available to repair them.
MAYOR BRECEDA	Mayor Breceda suggested that lighting at all city facilities also be reviewed to see if they could be outfitted with LED lights.

CONSENT CALENDAR

MOTION	A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1D, which was removed for separate consideration. The motion was unanimously approved.
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ITEM NO. 1A
MINUTES

MINUTES

None for approval

ITEM NO. 1B
WARRANTS / DEMANDS
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT
FOR DECEMBER 31,
2017

INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2017
(Joint Item on Successor Agency & Housing Authority Agendas)

The Investment Quarterly Report for December 31, 2017, were received and filed.

ITEM NO. 1E
REJECTION OF CLAIM -
SANDRA GANDARA
ORTIZ V. CITY OF
IRWINDALE

REJECTION OF CLAIM – SANDRA GANDARA ORTIZ V. CITY OF IRWINDALE

The claim of Sandra Gandara-Ortiz v. City of Irwindale was rejected and staff was directed to send a standard letter of rejection.

ITEM NO. 1F
ACCEPTANCE OF
PUBLIC WORKS
CONSTRUCTION
CONTRACT –
INSTALLATION OF
STORM DRAIN CATCH
BASIN FULL
CAPTURE INSERTS,
WHICH DRAIN TO THE
SAN GABRIEL RIVER;
P941

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION
CONTRACT – INSTALLATION OF STORM DRAIN CATCH BASIN
FULL CAPTURE INSERTS, WHICH DRAIN TO THE SAN
GABRIEL RIVER; P941

1) The changes in the work order were ratified and the improvements and maintenance responsibility for the construction of the "Installation of Storm Drain Catch Basin Full Capture Inserts, Which Drain to the San Gabriel River, Project Number P-941", were accepted; 2) the final construction contract amount of \$75,936 was approved; 3) the City Clerk was authorized to record the Notice of Completion; and 4) the Finance Director was authorized to release the ten percent (10%) retention amount for the project.

END OF CONSENT CALENDAR

ITEM NO. 1D
PLAN CHECK AND
BUILDING PERMIT FEE
WAIVER REQUESTED
BY KARE YOUTH
LEAGUE

PLAN CHECK AND BUILDING PERMIT FEE WAIVER
REQUESTED BY KARE YOUTH LEAGUE

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz asked whether the Kare Youth Program could be opened to residents and more community members, to which Dave Carson, representing Kare Youth League, advised that anybody that wishes to join Kare Youth League is welcome to do so.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Breceda, to find that all requirements for the Fee Adjustment Policy have been met for consideration of a fee waiver or adjustment, and to approve the waiver of the City's plan check and permit fees for the street signage and two baseball backstops for Kare Youth Leagues. The motion was unanimously approved.

NEW BUSINESS

**ITEM NO. 2A
PARKS & RECREATION
COMMISSION'S
RECOMMENDATION
REGARDING NEW
PLAYGROUND
EQUIPMENT FOR ALL
CITY PARKS**

**PARKS & RECREATION COMMISSION'S RECOMMENDATION
REGARDING NEW PLAYGROUND EQUIPMENT FOR ALL CITY
PARKS**

**ASSISTANT CITY
MANAGER OLIVARES**

Assistant City Manager Olivares introduced Recreation Manager Zepeda, who discussed the staff report.

**RECREATION
MANAGER ZEPEDA**

Recreation Manager Zepeda discussed playground history, as well as proposed playground color, shading, surfacing, project design, pricing, and funding.

MAYOR BRECEDA

Mayor Breceda noted that he requested that the playground equipment be replaced due to safety concerns.

Responding to a question by Mayor Breceda, Recreation Manager Zepeda advised that the city would still be eligible for limited grant funding should the Council decide to improve some, if not all parks, as long as it includes Irwindale Park.

Mayor Breceda suggested improving all parks to take full advantage of the available grant.

**MAYOR PRO TEM
AMBRIZ**

Mayor Pro Tem Ambriz noted the need to improve the playground equipment in order to improve safety, while simultaneously being responsible financially. He asked whether the parks could be improved in phases, to which Recreation Manager Zepeda advised that this is possible, though staff would need to re-apply for grants in the future, which may not be awarded.

MILES HARVEY

Miles Harvey, representing GameTime, discussed grant funding thresholds and requirements.

**COUNCILMEMBER
BURROLA**

Councilmember Burrola noted that the city was fortunate to receive the grant, and spoke in support of improving all parks now to avoid further safety concerns.

Responding to several questions by Councilmember Burrola, Mr. Harvey advised that all playgrounds would be ADA compliant, that shading could help to avoid hot playground surfaces, the pros and cons of various surfaces, surface maintenance requirements, ADA compliance, the availability of replacement parts, and design issues.

Councilmember Burrola expressed his preference in installing wood chips instead of pour-in-place to reduce maintenance requirements.

Councilmember Burrola then asked about shading lifespan, to which Mr. Harvey advised that they are designed to last 10 to 15 years.

COUNCILMEMBER
ORTIZ

Responding to a question by Councilmember Ortiz, Mr. Harvey advised that GameTime's headquarters is located in Tennessee. However, there are several representatives in Southern California. He added that he would be the representative that would be responsible for Irwindale. Councilmember Ortiz agreed that the Council should concentrate on the children's safety and suggested taking advantage of the grant. He also noted that pour-in-place surfacing tends to shrink, to which Mr. Harvey advised that, although UV rays shrink it, this concern could be mitigated.

MAYOR BRECEDA

Mayor Breceda noted his concern in potentially having sharp objects hidden in wood chips.

MILES HARVEY

Mr. Harvey indicated that, once wood chips become covered in fungus, that the entire area needs to be removed and replaced. Pour-in-place surfacing would eliminate this concern.

DENA ZEPEDA

Dena Zepeda asked about the proposed shading design for El Nido Park and requested that a fabric canopy be considered, to which Mr. Harvey explained shading requirements. He added that the proposed renderings for the parks were prepared based on existing budgeting limitations.

Dena Zepeda also asked about the availability of funds for these upgrades, to which Director Carreon indicated that the budget does not include this project; an additional appropriation request would need to be approved in order to fund it.

MAYOR PRO TEM
AMBRIZ

Responding to a question by Mayor Pro Tem Ambriz, Mr. Harvey advised that his company recommends that city staff follow daily maintenance guidelines.

CARMEN ROMAN

Carmen Roman recalled that Councilmember Burrola spoke about the Skate Park two years ago, and noted that Mayor Breceda suggested improving all city parks around November. She expressed her understanding that funds have already been allocated for this project

ASSISTANT CITY
MANAGER OLIVARES

Assistant City Manager Olivares concurred that this matter has previously been discussed, at which point staff was directed to research the possibility of replacing the playground equipment. However, funds have yet to be allocated for the project.

- CARMEN ROMAN Carmen Roman then said that the Council has previously indicated that the city could afford the project. She spoke in support of improving all city parks and supported the safety of the children.
- Responding to a question by Carmen Roman, Recreation Manager Zepeda advised that this is the only grant that staff has secured. Mrs. Roman stated her opinion that all parks are equally important, and advised that pour-in-place surfacing gets hot and can burn people who walk on it barefoot.
- COUNCILMEMBER GARCIA Responding to a question by Councilmember Garcia, Mr. Harvey discussed pricing for surfacing patterns.
- COUNCILMEMBER BURROLA Councilmember Burrola expressed concern that pour-in-place surfacing can fade and peel over time and noted that wood chips and/or sand can be replaced easily, to which Mr. Harvey noted that certain measures could be taken to mitigate these concerns. Councilmember Burrola also expressed concern over the possibility of moss growing on the surfacing, to which Mr. Harvey noted that the substance is porous and that drainage would be installed at the bottom of the pit. Councilmember Burrola then requested that the design for El Nido Park be redone.
- ASSISTANT CITY MANAGER OLIVARES Responding to a question by Assistant City Manager Olivares, Mr. Harvey advised that the sand at El Nido Park is grandfathered in and that the playground equipment layout is currently ADA compliant. However, once it is removed, it cannot be installed in the sand.
- MAYOR BRECEDA Mayor Breceda reiterated his concern over dangerous objects being placed in sand and wood chips.
- COUNCILMEMBER BURROLA Councilmember Burrola stated that he has read online that sand is better than wood chips since children are less likely to get hurt if they fall on that type of surface.
- MOTION A motion was made by Mayor Breceda, seconded by Councilmember Garcia, to 1) select the "Patriotic" color scheme; 2) select pour-in-place surfacing with solid colors in the "Patriotic" color scheme, and 3) direct that all existing parks be included. The motion was unanimously approved.
- DIRECTOR TAM Director Tam advised that the additional work at El Nido Park that Councilmember Burrola requested could be discussed at a future Council meeting.

PUBLIC HEARINGS

ITEM NO. 3A
GENERAL PLAN

GENERAL PLAN AMENDMENT NO. 03-2017 – TECHNICAL, NON-SUBSTANTIVE CORRECTIONS TO THE CURRENT GENERAL

AMENDMENT NO. 03-2017	PLAN MAP FOR PROPERTY LOCATED AT APN 8546-001-800 (SOUTH OF LOWER AZUSA ROAD AND NORTH OF RAMONA BOULEVARD)
ASSOCIATE PLANNER JONES	Associate Planner Jones discussed the staff report.
COUNCILMEMBER GARCIA	Responding to a question by Councilmember Garcia, Associate Planner Jones advised that marijuana plants are not allowed in the nurseries.
COUNCILMEMBER ORTIZ	Councilmember Ortiz asked whether the types of vegetation at the site would be monitored, to which Associate Planner Jones indicated that they would be monitored as much as other businesses in the area. She added that no conditional use permit is required.
OPEN PUBLIC HEARING	At 8:17 p.m., Mayor Breceda opened the public hearing.
CLOSE PUBLIC HEARING	There being no speakers, Mayor Breceda closed the public hearing at 8:17 p.m.
RESOLUTION NO. 2018-07-3001 ADOPTED	Resolution No. 2018-07-3001 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING GENERAL PLAN AMENDMENT NO. 03-2017 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM INDUSTRIAL/BUSINESS PARK TO OPEN SPACE/EASEMENTS FOR PROPERTY LOCATED AT APN 8546-001-800 (SOUTH OF LOWER AZUSA ROAD AND NORTH OF RAMONA BOULEVARD), AND MAKING FINDINGS IN SUPPORT THEREOF", was passed, approved, and adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, and unanimously approved.

**CITY MANAGER'S
REPORT**

ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares reported that the Senior Center received a donation of a pool table from the Covina Senior Center, resident mailers will be sent only to those who opt-in to receive them, that the Police Department has created a new Facebook page, and that the Police Department will be hosting free CERT training from February through March.
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ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m., in memory of Maxine Rodriguez Nunez.

Laura M. Nieto, MMC
Chief Deputy City Clerk

COUNCIL AGENDA
ITEM 1A2

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 28 2018

FEBRUARY 14, 2018
WEDNESDAY
6:00 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: Fred Galante, City Attorney; Theresa Olivares,
Assistant City Manager; Ty Henshaw, Chief of Police; William Tam,
Development Services Director / City Engineer; Eva Carreon,
Director of Finance; Mary Hull, Human Resources Manager, and
Armando Hegdahl, Deputy City Clerk

RECESS TO
CLOSED SESSION

At 6:00 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: United Rock Products Corporation Pit No. 3
Negotiating Parties: City of Irwindale and United Rock Products
Corporation
Under Negotiation: Price and terms of sale

ACTION: Update provided; no further reportable action taken

Public Employee Appointment

Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Update provided; deliberation on appointment held; no
further reportable action taken.

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: USA Waste of California, Inc. v. City of
Irwindale, et al.
Case Number: LASC Case Number KC 066276

ACTION: A motion was made by Mayor Breceda, seconded by
Councilmember Ortiz, and unanimously approved, to
hire the firm of Carpenter, Rothans, and Dumont to
defend against the depositions the city has received,
per a contract approved by the City Attorney not to
exceed \$225 per hour.

**RECONVENE IN
OPEN SESSION**

At 6:37 p.m., the City Council reconvened in Open Session.

MOMENT OF SILENCE

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested that a moment of silence be observed in memory of those who were affected by today's shooting at Marjory Stoneman Douglas High School in Florida.

MAYOR BRECEDA

Mayor Breceda requested that tonight's meeting be adjourned in memory of those who passed away due to this tragedy.

**CHANGES TO THE
AGENDA**

ASSISTANT CITY
MANAGER OLIVARES

Assistant City Manager Olivares noted that the city has received a fee waiver request by Assemblywoman Rubio for the use of the Community Center for the 2018 Woman of the Year event. She added that the request was submitted after the posting of the agenda.

MOTION

A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to add the request to the Consent Calendar as Item No. 1K. The motion was unanimously approved.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

COUNCILMEMBER
ORTIZ

Councilmember Ortiz commended the Police Department for the awards ceremony event it held last month, and asked about the status of implementing a Neighborhood Watch program, to which Chief Henshaw advised that staff is still working on gauging the community's interest and will provide additional information to the Council by July.

Councilmember Ortiz also spoke on his attendance at today's workshop held by the San Gabriel Valley Economic Partnership, and spoke very highly of the workshop's content. He suggested that the city send a staff member to attend once administration finalizes staff's reorganization.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz also commended the Police Department for its awards ceremony.

COUNCILMEMBER
BURROLA

Councilmember Burrola also spoke highly of the awards ceremony and commended all police officers for their amazing work.

MAYOR BRECEDA Mayor Breceda echoed these sentiments and thanked the Police Department. He also wished everybody a happy Valentine's Day and Ash Wednesday.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

**SPONTANEOUS
COMMUNICATIONS**

MARLENE CARNEY Marlene Carney, President and CEO of the Irwindale Chamber of Commerce, thanked the Council for attending its recent installation dinner, and spoke on upcoming Chamber events.

JOE GUARRERA Joe Guarrera, representing the Citrus College Veterans Success Center, spoke about the organization's fundraising efforts to provide harmonicas to active and veteran members of the military.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1C, which was removed for separate consideration. The motion was unanimously approved.

**ITEM NO. 1A
MINUTES**

MINUTES

None for approval

**ITEM NO. 1B
WARRANTS / DEMANDS
PAYROLL**

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

**ITEM NO. 1D
AWARD OF CONTRACT
FOR SIGNING AND
STRIPING
IMPROVEMENTS ON
ARROW HIGHWAY,
FROM FOURTH
STREET TO MAINE
AVENUE; P-950**

**AWARD OF CONTRACT FOR SIGNING AND STRIPING
IMPROVEMENTS ON ARROW HIGHWAY, FROM FOURTH
STREET TO MAINE AVENUE; P-950**

The Assistant City Manager was authorized to 1) enter into an agreement with PCI in the amount of \$74,516.50 for the Signing and Striping Improvements on Arrow Highway Project; and 2) approve the plans and specifications for Police Department Public Counter Replacement Project; and 3) authorize staff to solicit bids for construction of the project.

ITEM NO. 1E
APPROVAL OF PLANS
AND SPECIFICATIONS
FOR THE POLICE
DEPARTMENT PUBLIC
COUNTER
REPLACEMENT
PROJECT; P-944

APPROVAL OF PLANS AND SPECIFICATIONS FOR THE POLICE
DEPARTMENT PUBLIC COUNTER REPLACEMENT PROJECT; P-
944

1) The Police Department Public Counter Replacement Project was approved and found to be categorically exempt from the provisions of the California Environmental Quality Act; 2) the plans and specifications for Police Department Public Counter Replacement Project, was approved; and 3) staff was authorized to solicit bids for construction of the project.

ITEM NO. 1F
CONSIDERATION OF
REJECTION OF BIDS
RECEIVED FOR THE
2017/2018
RESURFACING
PROJECT; P953

CONSIDERATION OF REJECTION OF BIDS RECEIVED FOR THE
2017/2018 RESURFACING PROJECT; P953

1) All bids for the 2017/2018 Resurfacing Project were rejected; 2) the City Engineer was directed to modify the plans and specifications of this project; and 3) the City Engineer was directed to re-advertise this project.

ITEM NO. 1G
AWARD OF CONTRACT
FOR CITY HALL AND
POLICE FACILITY
BUILDING HVAC
IMPROVEMENT
PROJECT; P-956

AWARD OF CONTRACT FOR CITY HALL AND POLICE FACILITY
BUILDING HVAC IMPROVEMENT PROJECT; P-956

1) The City Manager was authorized to enter into an agreement with P & P Develop Inc., in the amount of \$194,770 for the City of Irwindale City Hall and Police Facility Building HVAC Improvement Project and 2) a 20% project contingency in the amount of \$38,954 was approved to cover any unforeseeable conditions that may arise during construction.

ITEM NO. 1H
APPROVE
APPROPRIATION OF
ASSET FORFEITURE
FUNDS

APPROVE APPROPRIATION OF ASSET FORFEITURE FUNDS

RESOLUTION NO.
2018-09-3004
ADOPTED

Resolution No. 2018-09-3003, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FEDERAL AND STATE ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," was adopted.

ITEM NO. 1I
ADOPTION OF
RESOLUTION
APPROVING THE
GENERAL SERVICES
AGREEMENT WITH
LOS ANGELES COUNTY

ADOPTION OF RESOLUTION NO. 2018-11-3005 ENTITLED," A RESOLUTION OF THE CITY COUNCIL OF IRWINDALE APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE AND LOS ANGELES COUNTY FOR A PERIOD OF FIVE YEARS, COMMENCING JULY 1, 2018, THROUGH JUNE 30, 2023.

RESOLUTION NO.
2018-11-3005
ADOPTED

Resolution No. 2018-11-3005, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE AND LOS ANGELES COUNTY FOR A PERIOD OF FIVE YEARS, COMMENCING JULY 1, 2018 THROUGH JUNE 30, 2023", was adopted; the Mayor was authorized to execute the General Services Agreement on behalf of the City; 3) the Chief Deputy City Clerk was directed to forward three signed originals to the Office of Intergovernmental and External Affairs, Chief Administrative Office, Room 723, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012, together with a certified copy of the approved resolution indicating the approval of this item.

ITEM NO. 1J
REQUEST TO
APPROVE A CONTRACT
WITH HCG, LLC, FOR
THE PREPARATION
OF CEQA DOCUMENTS
(INITIAL STUDY AND
MITIGATED NEGATIVE
DECLARATION) FOR
REMEDiation AND
RECLAMATION OF
THE NORTH
KINCAID PIT

REQUEST TO APPROVE A CONTRACT WITH HARVEY CONSULTING GROUP, LLC (HCG) FOR THE PREPARATION OF CEQA DOCUMENTS (INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION) FOR REMEDIATION AND RECLAMATION OF THE NORTH KINCAID PIT (APN NO. 8616-022-906)

The contract with HCG for the preparation of an Initial Study and public review Draft and Final Mitigated Negative Declaration to be prepared in association with a land use entitlement application and remediation and grading work for the proposed remediation and reclamation of North Kincaid Pit, was approved.

ITEM NO. 1K
APPROVAL OF
ASSEMBLYWOMAN
BLANCA E. RUBIO'S
CITY OF IRWINDALE
FACILITY FEE WAIVER
REQUEST

APPROVAL OF ASSEMBLYWOMAN BLANCA E. RUBIO'S CITY OF IRWINDALE FACILITY FEE WAIVER REQUEST (Added as an urgency item, noting that the need arose subsequent to the posting of the agenda)

RESOLUTION NO.
2018-13-3007
ADOPTED

Resolution No. 2018-13-3007, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF COMMUNITY CENTER FOR USE BY ASSEMBLYWOMAN BLANCA E. RUBIO FOR THE 2018 WOMAN OF THE YEAR EVENT," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 1C
ALLOCATING FUNDS
FOR NEW
PLAYGROUND
EQUIPMENT FOR ALL
CITY PARKS

ALLOCATING FUNDS FOR NEW PLAYGROUND EQUIPMENT
FOR ALL CITY PARKS

COUNCILMEMBER
BURROLA

Responding to a question by Councilmember Burrola, Councilmember Garcia advised that the city of Monrovia recently installed pour-in-place type of surfacing at one of its facilities, and that he has observed that the material is very durable and does not require the maintenance that sand requires. He advised that other dangerous objects are not a concern with pour-in-place surfacing.

Councilmember Burrola stated that he was comfortable with Councilmember Garcia's recommendation, as well as the Parks & Recreation Commission's recommendation.

RESOLUTION NO.
2018-06-3000
ADOPTED

Resolution No. 2018-06-3000, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE WAIVING THE FORMAL BIDDING PROCEDURES, APPROPRIATING \$716,483.00, AND APPROVING THE CONTRACT FOR THE REPLACEMENT OF THE PLAYGROUND EQUIPMENT AND SURFACING IN ALL FOUR CITY PARKS," was adopted, subject to approval as to form by the City Attorney, 2) the Assistant City Manager was authorized to enter into an agreement with GameTime (Great Western Recreation) for the playground replacement project and issue a purchase order for approved funds; 3) a 10% contingency in the amount of \$65,135 was approved to cover any unforeseeable conditions that may arise during construction, on the motion of Councilmember Burrola, seconded by Mayor Breceda, and unanimously approved.

NEW BUSINESS

ITEM NO. 2A
EMPLOYMENT
AGREEMENT – CITY
MANAGER AND
APPROPRIATION OF
FUNDS RELATED TO
CITY MANAGER
TRANSITION

EMPLOYMENT AGREEMENT – CITY MANAGER AND
APPROPRIATION OF FUNDS RELATED TO CITY MANAGER
TRANSITION

CITY ATTORNEY
GALANTE

City Attorney Galante discussed the staff report.

COUNCILMEMBER BURROLA	Responding to several questions by Councilmember Burrola, Human Resources Manager Hull advised that the proposed salary for this position matches the salary of prior City Manager Davidson when he retired. Councilmember Burrola also asked about the retirement benefits for this position, to which Human Resources Manager Hull indicated that Mr. Tam is a Tier 1 level employee, and that \$10,500 was requested to be appropriated to cover the retirement benefit for the remainder of this fiscal year. This appropriation covers both PERS and PARS benefits.
COUNCILMEMBER ORTIZ	<p>Councilmember Ortiz asked about the differences between PERS Tier 1 and Tier 2, which Human Resources Manager Hull elaborated on. Councilmember Ortiz also asked about Section 3.5 of the contract, titled "Temporary Right of Re-Appointment to Development Services Director / City Engineer or Comparable Position", which City Attorney Galante discussed and clarified. Councilmember Ortiz expressed his opinion that this clause was unnecessary.</p> <p>Councilmember Ortiz then asked about the position's bereavement leave clause, to which Assistant City Manager Olivares indicated that the position would be entitled to four days bereavement leave. City Attorney Galante added that this mirrors the memoranda of understanding with all employees.</p>
COUNCILMEMBER BURROLA	Councilmember Burrola expressed his hope that the vacant City Engineer position would be filled right away, since Mr. Tam would be very occupied in his role of City Manager.
COUNCILMEMBER ORTIZ	Councilmember Ortiz asked how long it would take to fill the City Engineer position, to which Mr. Tam advised that there is no current staff member that holds the necessary certification to fill the role. Staff plans on conducting a recruitment right away.
HUMAN RESOURCES MANAGER HULL	Human Resources Manager Hull added that a job description for the position has already been prepared, though staff would still need to research salary information.
MOTION	A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Breceda, to authorize the execution of the City Manager Employment Agreement and appoint William Tam to the position of City Manager, effective February 15, 2018, and adopt
RESOLUTION NO. 2018-12-3006 ADOPTED	<p>Resolution No. 2018-12-3006, entitled:</p> <p>"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE APPROVING CITY MANAGER EMPLOYMENT AGREEMENT AND APPROVING AN APPROPRIATION OF FUNDS FOR HIGHER PAYROLL BENEFIT COSTS FOR NEWLY APPOINTED CITY MANAGER". The motion was unanimously approved.</p>

ITEM NO. 2B
PROPOSED
AMENDMENT OF SEX
OFFENDER
RESIDENCY
RESTRICTION
ORDINANCE

PROPOSED AMENDMENT OF SEX OFFENDER RESIDENCY
RESTRICTION ORDINANCE

CITY ATTORNEY
GALANTE

City Attorney Galante discussed the staff report.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz noted his reluctance in approving the proposed ordinance, stating his opinion that individuals that commit sex crimes deserve no protections. However, in discussing the matter with Police Chief Henshaw and City Attorney Galante, he felt assuaged and is more willing to support its approval.

ORDINANCE NO. 721
INTRODUCED FOR
FIRST READING

Ordinance No. 721, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS," was approved for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved.

ITEM NO. 2C
PROJECT UPDATE:
MANNING PIT GRADING
AND REMEDIATION

PROJECT UPDATE: MANNING PIT GRADING AND
REMEDATION

DIRECTOR TAM

Director Tam presented the update, which included information regarding project compliance and reporting requirements, general information, before and after pictures, and information relating to geotechnical evaluations and fill and operations plans, along with a project summary.

CITY ATTORNEY
GALANTE

As requested by City Attorney Galante, Director Tam discussed past compaction efforts.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked about the anticipated use of the land, to which Principal Planner Simpson indicated that staff anticipates that it will be geared toward light industrial use. There are no current proposals for retail use. Councilmember Ortiz then suggested that consideration also be given to the type of use for the city's 10-acre site.

COUNCILMEMBER BURROLA	Responding to a question by Councilmember Burrola, Director Tam advised that the agreement for this project was executed in 2009. However, the economy's downturn played a significant role in delaying the project.
COUNCIL CONSENSUS	Council consensus was reached to receive and file the report regarding the status of the current activities of the Manning Pit Grading and Remediation Project.
<u>ITEM NO. 2D</u> OLIVE PIT MANNING AND RECLAMATION PROJECT – 2017 FOURTH QUARTER PROGRESS REPORT	OLIVE PIT MANNING AND RECLAMATION PROJECT – 2017 FOURTH QUARTER PROGRESS REPORT
PROJECT MANAGER CARRILLO	Project Manager Carrillo presented the update, which included information regarding the construction of the south boundary access ramp, the west boundary concrete block wall, landscaping on Olive Street, and the design of two traffic signals.
COUNCILMEMBER GARCIA	Responding to a question by Councilmember Garcia, Project Manager Carrillo advised that the contractor will remove any leftover blocks close to Olive Street.
COUNCILMEMBER BURROLA	Councilmember Burrola asked whether the dead vegetation on the southside of Olive Street could be cleaned up, to which Project Manager Carrillo advised that the landscaping work is being completed in phases. Once the city returns the responsibility of maintaining the landscaping, it will be up to the operator to maintain it.
COUNCILMEMBER ORTIZ	Responding to several questions by Councilmember Ortiz, Project Manager Carrillo discussed the paving of the access ramp. Councilmember Ortiz noted the improvement in the cleanup of dust along the streets, and thanked the Police Department for speed limit enforcement.
COUNCIL CONSENSUS	Council consensus was reached to receive and file the updated quarterly progress report for Olive Pit Mining and Reclamation Project.
<u>PUBLIC HEARINGS</u>	None.
<u>CITY MANAGER'S REPORT</u>	
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares noted that most city departments will be closed to the public on February 19 for its annual cleanup day, the amount of fliers mailed to the residential households has

been reduced from 405 to 77, with the rest of the households having opted to receive the information via the city website or social media, and noted that the first class of the CERT training was held last night.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested that a cancer awareness report be prepared and presented to the Council in the near future.

COUNCILMEMBER
GARCIA

Councilmember Garcia stated that the fees to rent facilities, along with the purchase of insurance for their private events, can be quite burdensome and requested that staff research ways to decrease the expenses attached to renting the facility, possibly by transferring the insurance costs from the renter, or by eliminating the insurance requirement altogether.

ASSISTANT CITY
MANAGER OLIVARES

Assistant City Manager Olivares advised that, although it is standard policy for city facilities to require insurance, staff will research the request.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:01 p.m., in memory of the victims of today's shooting at Marjory Stoneman Douglas High School in Florida.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
64812	AMAZON01	Amazon Graphics	02/28/2018	1,361.09
64813	ARC01	Arc Imaging Resources	02/28/2018	887.11
64814	ARROWA	Arrow Automotive Service	02/28/2018	1,117.97
64815	B&KELE02	B & K Electric Wholesale	02/28/2018	78.88
64816	BAKER01	Baker & Taylor Books	02/28/2018	1,072.80
64817	BALLOO	Balloons 'N' More	02/28/2018	20.00
64818	BAXTER01	Baxter's Frame Works & Badge Frame	02/28/2018	43.10
64819	BILLST	Bill's Truck Repair, Inc.	02/28/2018	413.28
64820	BLACKA	Black & White Emergency Vehicles	02/28/2018	424.70
64821	BRITEW	Brite Works	02/28/2018	8,632.00
64822	BURRO01	Burro Canyon Ent. Inc.	02/28/2018	160.00
64823	CARQUEST	Carquest	02/28/2018	81.01
64824	CODUTO	Donald P. Coduto	02/28/2018	3,375.00
64825	COMMUN01	Communications Center	02/28/2018	358.00
64826	CONVER	Converse Consultants, Inc.	02/28/2018	16,560.00
64827	COUNTY04	County of Los Angeles	02/28/2018	2,378.66
64828	COVINA05	Covina-Valley School District	02/28/2018	2,049.16
64829	CPRSDI01	CPRS District XIII	02/28/2018	45.00
64830	DEMCOI	Demco, Inc.	02/28/2018	217.09
64831	DESIGN04	Design Concepts Consulting, Inc.	02/28/2018	11,220.00
64832	ELITEE	Elite Elevator, Inc.	02/28/2018	350.00
64833	FARAG01	Mohkles Farag	02/28/2018	2,450.00
64834	FEDEX	FedEx	02/28/2018	8.23
64835	GARVEY	Garvey Equipment Co	02/28/2018	412.24
64836	GEOLOG	Geologic Associates	02/28/2018	60,352.50
64837	Harvey	Harvey Consulting Group, LLC	02/28/2018	14,480.00
64838	IRWIND04	Irwindale Chamber Of Commerce	02/28/2018	9,166.66
64839	IRWIND03	Irwindale Tire Shop	02/28/2018	15.00
64840	JCSPLU	JC's Plumbing & Backfolw Svc	02/28/2018	844.82
64841	KEYSER	Keyser Marston Associates, Inc	02/28/2018	1,957.50
64842	LEWISE	Lewis Engraving, Inc.	02/28/2018	76.65
64843	LOSANG33	Los Angeles County Flood Control District	02/28/2018	64,087.58
64844	MCMILLAN	Kent McMillan	02/28/2018	2,700.00
64845	MCPEEK01	McPeek's Dodge of Anaheim	02/28/2018	28,111.93
64846	MIJACA	Mijac Alarm, Inc.	02/28/2018	528.00
64847	MISSIO	Mission Linen Supply	02/28/2018	317.22
64848	PATTON	Patton Sales Corp (Arrow Pipe)	02/28/2018	29.30
64849	PCI01	PCI	02/28/2018	11,500.00
64850	PITNEY06	Pitney Bowes, Inc	02/28/2018	478.49
64851	PROPRINT	Pro Printing, Inc.	02/28/2018	167.54
64852	PUMP01	Pumpman	02/28/2018	1,858.00
64853	QUINN02	Quinn Company	02/28/2018	252.00
64854	R3	R3 Consulting Group, Inc.	02/28/2018	2,357.50
64855	RICOH02	Ricoh USA, Inc	02/28/2018	595.49
64856	RIGHT01	Right of Way, Inc.	02/28/2018	1,057.08
64857	RIOHON01	Rio Hondo College	02/28/2018	120.00
64858	ROSENO	Rosenow Spevacek Group Inc	02/28/2018	3,281.25

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64859	SCYAMA	S.C. Yamamoto, Inc.	02/28/2018	4,490.00
64860	MARUNA	Masataka Sakaue	02/28/2018	229.21
64861	SANGAB25	San Gabriel Valley Police	02/28/2018	250.00
64862	SASECO	Sase Company Inc	02/28/2018	183.11
64863	SHELTE01	ShelterClean, Inc.	02/28/2018	1,400.00
64864	SkyBluep	Sky Blueprint & Supplies, Inc	02/28/2018	222.94
64865	SWANA	SWANA	02/28/2018	242.00
64866	THOM01	Thomson Reuters- West	02/28/2018	190.26
64867	WESTLD	Westland Group, Inc.	02/28/2018	10,760.00
64868	WORLDB	World Book Inc	02/28/2018	1,093.91
64869	XEROXC	Xerox Corporation	02/28/2018	135.13

Report Total (58 checks):

277,246.39

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
64754	AMERIC34	American Fidelity Assurance Co	02/08/2018	1,808.67
64755	AMERIT	Ameritas Life Insurance Corp	02/08/2018	11,778.44
64756	ARANDA01	Noemi Aranda	02/08/2018	180.00
64757	ARCE02	Kirk Arce	02/08/2018	120.00
64758	AT&T06	AT & T	02/08/2018	36.53
64759	AZUSALW	Azusa Light & Water	02/08/2018	579.52
64760	BARBOS04	Dolores Barbosa	02/08/2018	300.00
64761	OROSCO05	Rebecca Bardales	02/08/2018	24.00
64762	BEE01	Bee Imagine	02/08/2018	1,400.00
64763	BONI01	Brittany Bonillas	02/08/2018	75.00
64764	CAMPOS03	Manuel Campos	02/08/2018	32.00
64765	CAMPOS05	Rudy Campos	02/08/2018	32.00
64766	CITYOF18	City of Santa Fe Springs	02/08/2018	14,742.32
64767	DRDANI	Daniel T. Martinez	02/08/2018	2,986.00
64768	EDDCAS	Employment Development Dept.	02/08/2018	5,983.00
64769	FRONT01	Frontier Communications	02/08/2018	366.33
64770	GAMEZ01	Pablo Gamez	02/08/2018	175.18
64771	GASCOM	Gas Company, The	02/08/2018	723.92
64772	SOUTHE17	Golden State Water Company	02/08/2018	1,303.18
64773	GRIJAL05	Daniel M. Grijalva	02/08/2018	75.00
64774	GUTIER04	Rubi Gutierrez Perez	02/08/2018	240.00
64775	HOBART	Hobart Corporation	02/08/2018	2,525.00
64776	HU01	Qin Hu	02/08/2018	180.00
64777	IPMA01	Ipma-HR	02/08/2018	109.00
64778	KEMP01	Michael Kemp	02/08/2018	225.00
64779	KEYSTO	Keystone Uniform Depot	02/08/2018	1,506.34
64780	NATION23	National Union Fire Insurance	02/08/2018	550.56
64781	OPTUM01	OptumRx, Inc.	02/08/2018	40,269.99
64782	OSTERH01	Delfina Osterheim	02/08/2018	24.00
64783	PAVON01	Jose Pavon	02/08/2018	75.00
64784	PEARSO01	Pearson	02/08/2018	65.00
64785	SCE02	Southern California Edison	02/08/2018	13,848.07
64786	SPARKL	Sparkletts Drinking Water	02/08/2018	20.08
64787	TANG01	Kathy Tang	02/08/2018	300.00
64788	VALLEY01	Valley County Water District	02/08/2018	5,779.15
64789	VARGAS03	Jose Vargas	02/08/2018	26.86
64790	XEROXC	Xerox Corporation	02/08/2018	384.48
64791	ZAVALA01	Cassandra D. Zavala	02/08/2018	60.00
64792	ZAVALA02	Crystal Zavala	02/08/2018	120.00
64793	ICEA	Irwindale City Employee Assoc.	02/15/2018	528.00
64794	IMEA	Irwindale Mgmt Employee Assoc.	02/15/2018	320.00
64795	IRWIND02	Irwindale Police Officers Assoc.	02/15/2018	3,029.20
64796	Ayala01	Leonor Ayala	02/15/2018	62.50
64797	BANKOF03	Bank of The West	02/15/2018	3,498.12
64798	FINOY	Yvonne Benner	02/15/2018	1,997.74
64799	CALIFO02	California American Water	02/15/2018	621.96
64800	CITY04	City Light & Power	02/15/2018	1,915.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64801	BALDWI02	City of Baldwin Park	02/15/2018	375.00
64802	HOMEDE	Home Depot Credit Services	02/15/2018	99.88
64803	IRWIND14	Irwindale Industrial Clinic	02/15/2018	850.00
64804	PETTYC05	City of Irwindale Petty Cash	02/15/2018	429.07
64805	SCFUELS	SC Fuels	02/15/2018	4,103.77
64806	SCE02	Southern California Edison	02/15/2018	2,146.04
64807	TAPIA01	Matthew Tapia	02/15/2018	103.58
64808	TEXAS01	Texas Life Insurance Co.	02/15/2018	707.45
64809	TPX 01	TPX Communications	02/15/2018	1,922.79
64810	VALLEY01	Valley County Water District	02/15/2018	495.98
64811	VARGAS03	Jose Vargas	02/15/2018	31.15
Report Total (58 checks):				132,266.85

Electronic Payments

February 2018

February 1 - 15, 2018



Reference Number	Vendor Name	Date	Amount
ACH	EDD	2/2/2018	2,222.30
ACH	Federal Tax	2/2/2018	765.13
ACH	EDD	2/7/2018	16,093.90
ACH	Federal Tax	2/7/2018	41,870.03
ACH	ICMA	2/1/2018	250.12
ACH	PARS-FT	2/1/2018	673.55
ACH	PARS-PT	2/1/2018	19,578.83
ACH	Nationwide-457 Plan & Trust	2/1/2018	7,052.08
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	2/1/2018	1,381.00
ACH	CalPERS	2/7/2018	57,010.89
ACH	CalPERS	2/8/2018	19,187.48
ACH	PARS-Public Agency Retirement Services	2/14/2018	5,120.00
437	Live Oak Debt Svc	2/1/2018	2,343.75
Report Total:			173,549.06

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 28 2018

Date: February 28, 2018
To: Honorable Mayor and Members of the City Council
From: William Tam, City Manager
Issue: Second Reading of Ordinance No. 721

City Manager's Recommendation:

Adopt on second reading Ordinance No. 721 entitled, "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS" reading by title only and waiving further reading thereof.

Background and Analysis:

At its meeting of February 14, 2018, the City Council introduced the above ordinance for first reading. The appropriate ordinance is attached and it would be in order to adopt the ordinance on second reading.


Fiscal Impact: None

Review:

Fiscal Impact:  (Initial of CFO) None

Legal Impact:  (Initial of Legal Counsel) None

Prepared By / Contact: Laura Nieto, Chief Deputy City Clerk
Phone: (626) 430-2202


William Tam, City Manager

ORDINANCE NO. 721

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA REPEALING AND REPLACING IRWINDALE MUNICIPAL CODE CHAPTER 8.32 (SEX OFFENDER RESIDENCY AND LOITERING RESTRICTIONS) OF TITLE 8 (HEALTH AND SAFETY) REGARDING REGISTERED SEX OFFENDERS

WHEREAS, on November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the "Sexual Predator Punishment and Control Act," commonly known as "Jessica's Law," so as to better protect Californians, and, in particular, to protect the State's children from sex offenders; and

WHEREAS, Proposition 83, codified as California Penal Code section 3003.5, prohibits any person who is required to register as a sex offender per California Penal Code sections 290 *et seq.* from residing within 2,000 feet of a public or private school or any park where children regularly gather (Cal. Penal Code § 3003.5(b)), and permits local regulation of sex offender residency (Cal. Penal Code § 3003.5(c)); and

WHEREAS, in reliance on the authority set forth in California Penal Code subsection 3003.5(c) and its police power, the City Council of the City of Irwindale, like many other cities in the state of California, adopted Ordinance No. 635, adding Chapter 8.32 to the Irwindale Municipal Code ("IMC"), entitled "Sex Offender Residency and Loitering Restrictions," (the "Ordinance"); and

WHEREAS, the Ordinance prohibits a sex offender from: (i) residing as a permanent or temporary resident in any residential exclusion zone, where "residential exclusion zone" is defined as all properties located within five hundred feet of a child care center, public or private school, or park; (ii) residing as a permanent or temporary resident on a property within five hundred feet of another property on which a separate registered sex offender is a permanent or temporary resident, unless those sex offenders are related by blood, marriage, or adoption; (iii) residing as a temporary or permanent resident in a single-family dwelling, or same dwelling unit of a multi-family dwelling, if such dwelling is already occupied by another sex offender, unless those persons are legally related by blood, marriage, or adoption; (iv) residing in a unit in a multi-family dwelling (*e.g.* duplex, apartment house, condominium complex, etc.) as a permanent resident if there is another unit in that multi-family dwelling already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption; (v) renting or otherwise occupying as a temporary or permanent resident the same guest room in a hotel with another registered sex offender, unless those persons are legally related by blood, marriage, or adoption; or (vi) renting or otherwise occupying a guest room in a hotel as a permanent resident if there is another guest room in that hotel that is already rented or otherwise occupied by a registered sex offender as a permanent resident, unless those persons are legally related by blood, marriage, or adoption. These restrictions may be referred to collectively as the "Residency Restrictions"; and

WHEREAS, the Ordinance provides that its restrictions apply to “registered sex offenders,” which term is defined as “any person who is required to register under section 290 of the California Penal Code, regardless of whether that person is on parole or probation”; and

WHEREAS, on March 2, 2015, the California Supreme Court issued its decision in the case of *In re Taylor*, (2015) 60 Cal. 4th 1019, which addressed the validity of the 2,000 foot residency restriction for sex offender parolees under Section 3003.5(b) of the Penal Code; and

WHEREAS, the *In re Taylor* Court ruled that the blanket enforcement of the residency restrictions in Penal Code section 3003.5 against sex offender parolees in San Diego County was unconstitutional. The Court found blanket enforcement of the residency restrictions had “greatly increased homelessness” among registered sex offenders on parole in the county and “hindered their access to medical treatment, drug and alcohol dependency services, psychological counseling and other rehabilitative social services available to all parolees, while further hampering the efforts of parole authorities and law enforcement officials to monitor, supervise, and rehabilitate them in the interests of public safety.” (*Id.* at 1023, 1040.) Additionally, the Court found the residency restrictions, as applied and enforced in San Diego County, “hampered efforts to monitor, supervise and rehabilitate such parolees in the interests of public safety, and as such, bears no rational relationship to advancing the state’s legitimate goal of protecting children from sexual predators.” (*Id.* at 1042.); and

WHEREAS, most recently, on August 4, 2016, the Court of Appeal decided *People v. Lynch* (2016) 2 Cal. App. 5th 524, narrowly interpreting Penal Code section 3003.5 as applying only to parolees. *People v. Lynch* (2016) 2 Cal. App. 5th 524, 528 [“The placement of Jessica’s law residency restrictions immediately after the previously enacted subdivision (a), which was applicable only to parolees, indicates the intent of the Proposition 83’s drafters to align and limit the “any person” reference in subdivision (b) to the class of persons identified in subdivision (a) – parolees.”].) The City’s Ordinance currently applies to ‘any person who is required to register under Section 290 of the California Penal Code, regardless of whether or not that person is on parole or probation.’ ;

WHEREAS, in light of the *Taylor* and *Lynch* decisions, the City of Irwindale has conducted a comprehensive review of its Ordinance and ultimately determined to repeal the Residency Restrictions and replace them with the provisions herein.

NOW, THEREFORE, the City Council of the City of Irwindale, does ordain as follows:

Section 1. The forgoing recitals are true and correct and incorporated herein by this reference.

Section 2. Chapter 8.32 (Sex Offender Residency and Loitering Restrictions) of Title 8 (Health and Safety) of the Irwindale Municipal Code is hereby repealed and replaced in its entirety with the following:

“8.32.010 – Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. "Hotel" means a commercial establishment that rents guest rooms or suites to the public on a nightly, weekly, or monthly basis and shall include a motel and an inn that operates in such capacity.

B. "Multi-family dwelling" means a residential structure designed for the permanent residency of two or more individuals, groups of individuals, or families living independently. This definition shall include a duplex, apartment house, and a condominium complex, but shall not include a hotel.

C. "Owner's authorized agent" means any person, firm, association, joint venture, joint stock company, partnership, organization, club, company, limited liability company, corporation, business trust, manager, lessee, agent, servant, officer, or employee authorized to act for the property owner.

D. "Permanent resident" means any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single-family or multi-family dwelling or a hotel, for more than thirty consecutive days.

E. "Property owner" shall include the owner of record of real property, as recorded in the office of the county registrar-recorder/county clerk, as well as any partial owner, joint owner, tenant, tenant-in-common, or joint tenant, of such real property.

F. "Responsible party" means a property owner and/or a property owner's authorized agent.

G. "Sex offender parolee" means any person who is on parole for the conviction of a crime on or after the effective date of this ordinance, for which registration is required pursuant to Section 290 of the California Penal Code.

H. "Single-family dwelling" one permanent residential dwelling located on a single lot. For the purposes of this chapter, a single-family dwelling shall include any state-licensed residential facility which serves six or fewer persons.

I. "Temporary resident" means any person who, on a given date, has obtained a legal right to occupy or reside in, or has already, as of that date, occupied or resided in, a single-family or multi-family dwelling or a hotel, for a period of thirty consecutive days or fewer.

8.32.020 Sex offender parolee violation – Single-family and multi-family dwellings.

A sex offender parolee shall be prohibited from renting or otherwise occupying a single-family dwelling or a unit in a multi-family dwelling with another sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.030 Sex offender parolee violation – Hotels.

A sex offender parolee shall be prohibited from renting or otherwise occupying the same guest room in a hotel with another sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.040 Responsible party violation – Dwellings.

A responsible party shall be prohibited from knowingly allowing a single-family dwelling or a unit in a multi-family dwelling to be rented or otherwise occupied by more than one sex offender parolee, regardless of the permanent or temporary residential status

of either sex offender parolee during any given period of tenancy, unless those persons are legally related by blood, marriage, or adoption.

8.32.050 Responsible party violation—Hotels.

A responsible party shall be prohibited from knowingly allowing a guest room in a hotel to be rented or otherwise occupied by more than one sex offender parolee, regardless of the permanent or temporary residential status of either sex offender parolee, unless those persons are legally related by blood, marriage, or adoption.

8.32.060 Applicability.

This chapter shall apply to all sex offender parolees who establish a new residence, and to all responsible parties who allow occupancy by a sex offender parolee, within the City of Irwindale after the effective date of this ordinance.

8.32.070 Penalties.

Any single-family dwelling, multi-family dwelling, or hotel operated or maintained in a manner inconsistent with the occupancy requirements of this section or of the restrictions in Penal Code Section 3003.5 is declared to be unlawful and declared to be a public nuisance that is injurious to the public health, safety, and welfare.

8.32.080 Nuisances – Recovery of abatement expenses.

- A. In any civil action or proceeding, administrative proceeding, or special proceeding, including, but not limited to, those brought to abate a public nuisance, the prevailing party will be entitled to recovery of all costs, attorneys fees, and expenses, provided that attorneys fees will only be available in those actions or proceedings in which the city has provided notice at the commencement of such action or proceeding that it intends to seek and recover its own attorneys fees. In no action or proceeding will an award of attorneys fees exceed the amount of reasonable attorneys fees incurred by the city in the action or proceeding.
- B. Moneys due the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings must be conducted in a manner substantially similar to the proceedings prescribed by Section 8.08.110 of this code relating to assessment for abatement of property nuisances.

8.32.090 Eviction requirements.

If, in order to comply with this chapter, a responsible party is required to terminate a sex offender parolee's tenancy or other occupancy, the responsible party shall comply with all applicable state law procedures and requirements governing the eviction of tenants of real property. If, in accordance with these procedures and requirements, a court determines that such termination is improper, the responsible party shall not be in violation of this section by allowing the sex offender parolee to remain as a tenant or other occupant.

8.32.100 Penalty/enforcement.

Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates this chapter shall be guilty of a misdemeanor and shall be subject to the penalties as set forth in Chapter 1.12 of this code. Neither the arrest, prosecution, conviction, imprisonment, nor payment of any fine for a violation of this chapter shall diminish the authority of the city to institute administrative or civil actions seeking enforcement of any or all of the provisions of this chapter.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 5. This ordinance shall not apply to sex offenders who have established residence in violation of the Residency Restrictions of Title 8, Chapter 8.32 of the Irwindale Municipal Code prior to the effective date of this ordinance. Any sex offender parolee who changes residence after the effective date of this ordinance must move to a residence whose location is in compliance with the Residency Restrictions.

Section 6. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the city of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code § 36933.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council on this _____ day of February, 2018.

MAYOR MARK BRECEDA

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 28 2018

Date: February 28, 2018

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: 1) Request to Approve a Professional Consulting Contract with PlaceWorks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines; and 2) Approve an Appropriation to the Special State Fund 35 to be Fully Reimbursable for the Active Transportation Program Cycle 2 Grant Awarded for this Project

City Manager's Recommendation:

1. That the City Council approve the attached contract with PlaceWorks for the preparation of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines;
2. That the City Council approve Resolution No. 2018-15-3009 approving an Appropriation in the amount of \$154,000.00 to the Special State Fund 35 to be fully reimbursable for the Active Transportation Program Cycle 2 Grant

BACKGROUND

In June 2015, the City of Irwindale submitted an application to the California Department of Transportation (Caltrans) for a grant to prepare a Citywide Non-Motorized Active Transportation Plan with Design Guidelines. On February 8, 2016, the California Transportation Commission awarded \$154,000.00 to the City of Irwindale from the 2015 Active Transportation Program Cycle 2 (ATP). On September 27, 2017, the City Council approved Master Agreement No. 005175 Administering Agency-State Agreement for State-Funded Projects and the Program Supplement Agreement No. Q03 to Administer Agency-State Agreement for Master Agreement No. 005175 authorizing the City Manager to execute said agreements. In December 2017, Caltrans accepted the executed agreements.

Staff prepared a Focused Request for Proposals to consulting firms having experience with the Active Transportation Program and preparation of ATP plans. The proposal review team consisted of City staff, the Assistant City Attorney, and Metro. Four proposals were received and the consulting firm PlaceWorks had the highest score based on its qualifications and experience with similar projects, understanding of the City, timeline, and project management team.

FISCAL IMPACT

The contract with PlaceWorks is for an amount not to exceed \$145,000. The ATP grant is a State grant, reimbursable from Caltrans, for a total amount of \$154,000, and this total also includes a maximum 5% of the grant dedicated to grant management and oversight by City staff. The total grant of \$154,000 will pay for the entire cost of the consultant to prepare the Citywide Non-Motorized Active Transportation Plan & Design Guidelines, as well as the 5% management and oversight by City Staff. The attached Resolution No. 2018-15-3009 provides for an appropriation in both revenue and expenditures to track these funds. There is no impact to the General Fund.


Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)
(Electronically approved by City Attorney)

Prepared By: Marilyn Simpson, AICP, Principal Planner

Phone: 626-430-2209



William Tam, City Manager

Attachment(s):

A – Professional Contract Services Agreement with PlaceWorks
A-1 – Project Proposal dated January 9, 2018
A-2 – Cost Proposal

B – Resolution No. 2018-15-3009

ATTACHMENT "A"

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF IRWINDALE

and

PLACEWORKS

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND CONTRACT SERVICES AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS FOR THE
PREPARATION OF A CITYWIDE NON-MOTORIZED ACTIVE TRANSPORTATION
PLAN & DESIGN GUIDELINES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 28th day of February, 2018 by and between the City of Irwindale, a California municipal corporation ("City") and PlaceWorks, 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its

ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal to prepare a Citywide Non-Motorized Active Transportation Plan & Design Guidelines which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City make no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred and Forty-Five Thousand Dollars (\$ 145,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

1.11 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

1.12 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Cost Proposal and in conformance with the Grant reimbursement criteria. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

1.13 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice

provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

1.14 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 2. PERFORMANCE SCHEDULE

2.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

2.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

2.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

2.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

ARTICLE 3. COORDINATION OF WORK

3.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Karen Gulley</u>	<u>Principal-in-Charge</u>
(Name)	(Title)

_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

3.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

3.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer

any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

3.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been

amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

4.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not

replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

4.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

4.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost

of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein.

All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

5.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

6.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of

City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the

work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

6.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any

State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, California 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally

bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

See Attached Proposal

SCHEDULE OF COMPENSATION

Irwindale Non-Motorized Active Transportation Plan and Design Guidelines

48 CITY OF IRVINDALE | PROPOSAL: CITYWIDE NON-MOTORIZED ACTIVE TRANSPORTATION PLAN AND DESIGN GUIDELINES

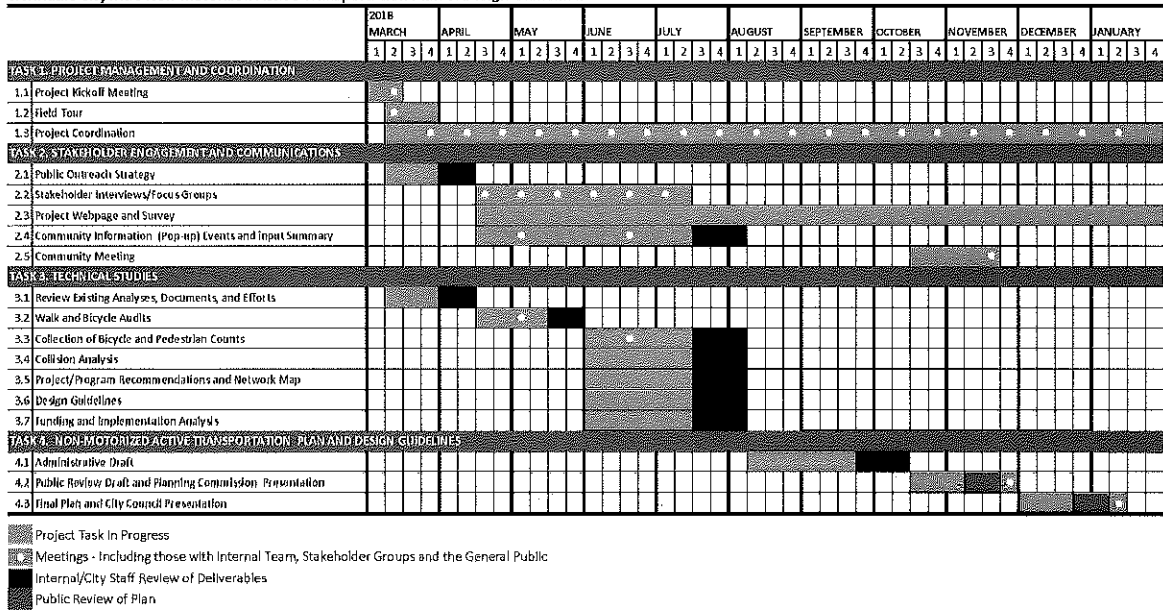
EXHIBIT “C”

SCHEDULE OF PERFORMANCE

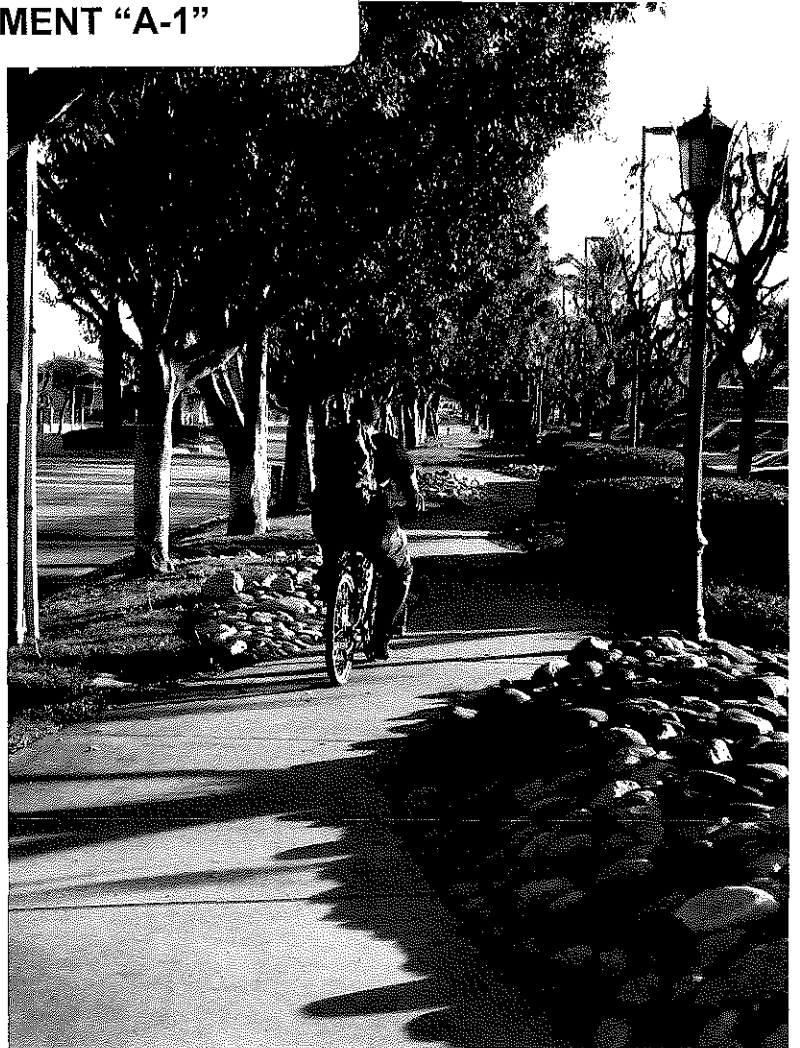
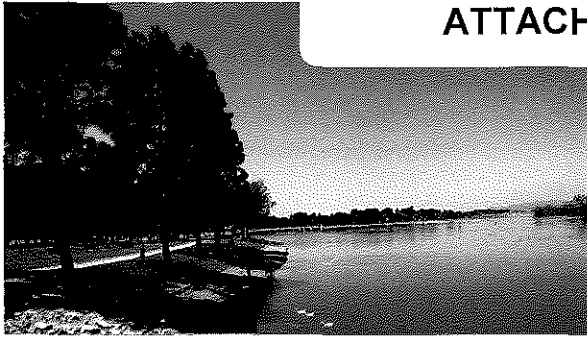
Schedule

DETAILED PROJECT SCHEDULE

Irwindale Citywide Non-motorized Active Transportation Plan & Design Guidelines



ATTACHMENT "A-1"



Citywide Non-Motorized Active Transportation Plan and Design Guidelines

CITY OF IRWINDALE | JANUARY 9, 2018





January 9, 2018

Marilyn Simpson, AICP
Principal Planner
City of Irwindale
Community Development Department, Planning Division
5050 North Irwindale Avenue
Irwindale, CA 91706

Subject: Proposal: Citywide Non-motorized Active Transportation Plan and Design Guidelines

Dear Ms. Simpson:

It is with great enthusiasm that PlaceWorks submits the enclosed proposal for the Irwindale Non-motorized Active Transportation Plan and Design Guidelines, which will provide the City with a strong framework to advance multimodal mobility and to seamlessly connect residents, employees, and visitors to local and regional transportation infrastructure. We envision the plan as a “living” framework of policies and projects that will inspire and encourage Irwindale constituents to walk, bike, or ride transit by establishing a safe network of bicycle and pedestrian projects, balancing the existing needs of local businesses and truck traffic. Our team will also provide aggressive but flexible implementation strategies to quickly grow this network. We recommend financing mechanisms that will easily enable long-term maintenance of pedestrian and bicycle infrastructure, ultimately creating a sustainable and connected system of facilities that connect to major destinations in the City—the San Gabriel River Trail and Santa Fe Dam Recreation Area, the Metro Irwindale Gold Line Station—the City’s numerous major employers including Southern California Edison; and to the Metrolink Station in nearby Baldwin Park.

We have extensive experience working in the City at a variety of scales, including our recent role of lead consultant in the Irwindale Gold Line TOD Specific Plan and current work on the City of Hope Specific Plan and EIR. Our extensive knowledge of the community, and up-to-date GIS data that we have collected for the City will help expedite project tasks, especially the existing conditions analysis, since many elements of transportation and infrastructure required for this effort are already collected. Not only will this allow for cost efficiencies and a more robust engagement effort, policy analysis, and implementation plan, it will enable the City to complete the plan under an expedited 11-month schedule, with City Council adoption of the plan in December 2018.

In addition, the team we have assembled for this project includes staff with over three years of experience working in the City of Irwindale, including Principal-in-Charge Karen Gulley, Senior Advisor Nick Pergakes, and Abraham Sheppard, who will serve as Assistant Project Manager. Serving as Project Manager for this Plan is Michael Nilsson, AICP CTP, with over ten years of public and private sector experience in mobility planning throughout California. Michael’s experience includes leading multiple award-winning plans and infrastructure projects for the City of Glendale and successfully adopting active transportation plans for the Town of Los Gatos and the City of Avenal. PlaceWorks’ team members selected for this project are also involved in developing the Orange County Active Transportation Plan for the Orange County Transportation Authority and the Transit to Parks Strategic Plan for the Los Angeles County Metropolitan Transportation Authority. Finally, graphic design and GIS staff will help create a plan that is as visually appealing and easy to use as it is innovative and implementable.



This proposal shall remain valid for 90 days. As a Principal with the firm, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of the firm. Thank you for the opportunity to bid on this important project. We look forward to assisting the City of Irwindale with the timely and successful conclusion of this project. If you have any questions or need more information, please contact me at 714.966.9220 or kgulley@placeworks.com.

Sincerely,

PLACEWORKS

A handwritten signature in black ink, appearing to read "Karen Gulley".

Karen Gulley
Principal



Citywide Non-motorized Active Transportation Plan & Design Guidelines

CITY OF IRWINDALE | JANUARY 9, 2018

SUBMITTED TO:

CITY OF IRWINDALE

Community Development Department
Planning Division
Marilyn Simpson, AICP
Principal Planner
5050 North Irwindale Avenue
Irwindale CA 91706
626.430.2209 | msimpson@irwindaleCA.gov

SUBMITTED BY:

PLACEWORKS

Karen Gulley
Principal
3 MacArthur Place, Suite 1100
Santa Ana CA 92707
714.966.9220 | kgulley@placeworks.com

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SCOPE OF SERVICES/ PROJECT UNDERSTANDING



Scope of Services/ Project Understanding

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Project Kick-off Meeting

The consultant team will meet in person with the City of Irwindale after receiving the Notice-to-Proceed (NTP) to:

- Discuss key goals/objectives for the plan.
- Review work program/project schedule.
- Confirm project expectations, including invoicing, progress reports, chain of communication, approval processes, roles of project team members.
- Clarify the approach to various tasks and data needs and identify analyses that have been conducted through prior studies (including the Gold Line TOD Specific Plan).
- Discuss status of ongoing or planned projects/planning efforts that will affect the Non-motorized Active Transportation Plan and Design Guidelines (Irwindale ATP).
- Discuss public outreach strategy, including review of key constituents that may be contacted for stakeholder interviews.
- Determine preferences for document format/organization, and discuss any other relevant presentation templates for the project.
- Coordinate future community workshops/pop-up events, deadlines on project tasks, and deliverables.

It is anticipated that this meeting will be the forum to present and discuss project issues, critical path items, and any refinements to the work plan.

Deliverable(s):

- Project kick-off meeting agenda, kick-off meeting notes with action lists, and a completed list of data needs

Task 1.2 Field Tour

Concurrent with the project's kick-off or shortly afterward, we will tour the study area with staff and discuss potential opportunity projects, existing and future connections to transit hubs, key destinations and recent investments in the transportation network, potential constraints, and general insights from staff and the consultant team. In addition, we will also explore best-practice applications of bicycle and pedestrian infrastructure in adjacent communities that could be models for future projects in Irwindale.

Deliverable(s):

- Photos, maps, meeting notes with observations

Task 1.3 Project Coordination

The PlaceWorks team will interface with City staff and any other relevant local, regional, and state agencies to participate in conference calls twice a month throughout the duration of the project. This will ensure timely progress of the project from inception to final deliverable. PlaceWorks will prepare monthly invoices as required by the City of Irwindale and Caltrans.

Deliverable(s):

- Conference calls with project team (twice per month through project duration)
- Coordination with City staff and any other relevant local, regional, and state agencies
- Submittal of required monthly invoices

TASK 2. STAKEHOLDER ENGAGEMENT AND COMMUNICATIONS

Task 2.1 Public Outreach Strategy

PlaceWorks will draft an outreach strategy for the Irwindale ATP to encourage participation from the public throughout its development and to build excitement and support for the plan. The outreach strategy will outline specific tasks, timing, responsibilities, and desired outcomes to ensure the plan enables and supports community input. It will also include the strategy/approach to each workshop or pop-up event and the logistics for advertising and disseminating information. The outreach strategy will also define the key messages: why the City is undertaking this effort, what types of input the City is looking for, and the next steps after creation of the Irwindale ATP. We will submit a draft outreach strategy to the City and team members for review shortly after the project's kick-off meeting, then revise and finalize the strategy based on team feedback. While the strategy will serve as a road map, it will allow for refinements and fine-tuning as the process evolves. Through this process, we will determine which outreach methods work well and where improvements can be made.

To ensure that feedback from the public is optimized throughout plan development, we recommend a variety of media outlets to post announcements related to the Plan, including a brief informational summary of the plan with frequently-asked questions and answers. Announcements may include posting printed flyers at civic destinations (city hall, schools, libraries, and post offices); online notifications via the City of Irwindale's website, Facebook page, and Twitter feed; and community newsletters.

Deliverable(s):

- Public outreach strategy memorandum, which will include proposed meeting dates, surveys, engagement events, and additional outreach efforts
- Printed flyers and online notifications of outreach events and surveys
- Informational brochure summarizing plan components and answering frequently asked questions

Task 2.2 Stakeholder Interviews/Focus Groups

PlaceWorks will collaborate with City staff to develop a stakeholder list of businesses, nonprofit organizations, school districts, and community groups (such as Bike SGV and the Irwindale Chamber of Commerce) that should be involved in the Irwindale ATP. This initial list will be used to announce upcoming public outreach events, draft elements of the plan that are available for review, or online surveys at the City's website. This stakeholder list can be expanded or modified at any time as the project progresses.

In addition to the targeted stakeholder list, this task includes conducting up to six stakeholder interviews via one-on-one in-person or phone meetings, or through small focus groups. We find this approach to be the best way to connect with those who have ideas and important information to share. In addition to some of the stakeholders from the broader list prepared above, we suggest meeting with each of the City Council members. Prior to the interviews, PlaceWorks will prepare a list of the types of questions that will be asked. We will be looking for ideas on locations to prioritize bicycle and pedestrian connections and infrastructure, and overall issues concerning bike and pedestrian mobility.

Deliverable(s):

- Stakeholder list, including contact information
- Up to 6 stakeholder interviews and/or focus groups
- Memorandum summarizing information gained at stakeholder interviews and/or focus groups
- Follow-up interactions with stakeholders, which may include notification of public events and community workshops

Task 2.3 Project Web Page and Survey

Online information is a critical step in this project's engagement, especially because it needs to reach a broad cross-section of the City's constituents, including the large percentage of employees working at Irwindale businesses who do not reside in the City and would be unlikely to attend in-person events. Based on our experience conducting outreach on similar projects, we also feel that online engagement may also be more appealing to youth who prefer online platforms versus in-person meetings when expressing their opinions.

A project web page will be launched shortly after the kick-off meeting is held (Task 1.1) and the public outreach strategy (Task 2.1) is approved to begin the education and dialogue process with the broader community. The web page will be on the City's website and include a brief description of the project as well as relevant imagery and graphics. The web page will provide a background on the planning effort and the overall goals and objectives of the Irwindale ATP. A timeline will show important dates and deadlines and will be updated as needed. Outreach events will be advertised, and summaries of past events will be accessible to the public for review. Any relevant, City-approved reports and maps will be available for download. Other items on the web page may include frequently asked questions, key contacts, a data library, and comment page.

We also recommend providing links to the surveys on the City's Facebook and Twitter pages, and notifying any popular community newsletters to publish the survey link as well. Prior to concluding the task, we will evaluate all surveys and prepare an infographic that will summarize participant responses.

Deliverable(s):

- Non-motorized Active Transportation Plan and Design Guidelines web page on the City of Irwindale website
- Online survey
- Infographic summary of responses

Task 2.4 Community Information (Pop-up) Events and Input Summary

In our experience, we often elicit greater citizen participation when we participate in existing events, effectively "going where the people are" versus creating traditional public meetings focusing on one project. Concurrently with our preparation of existing conditions (Task 3.1) and project/program recommendations (Task 3.5), we propose to "pop-up" at two popular community events (e.g., Music in the Park Concert Series) to engage and encourage feedback from the public. We will use interactive activities to solicit input about the vision and overarching goals that this plan should address, community challenges related to bicycle and pedestrian mobility, opportunities and needs for new bicycle and pedestrian infrastructure, and first/last mile

connections to transit hubs and key local and regional destinations. To identify demand generators, activities at the event may allow participants to map their homes, schools, and places of employment and recreation and highlight desirable multimodal routes and amenities. Feedback obtained during the community information event will help inform the proposed pedestrian and bicycle network, suggest gap-closure projects to improve access to existing park and open spaces, and identify underutilized easements or vacant properties that may be converted into active transportation infrastructure. At the conclusion of the event, we will prepare a summary of feedback received from the community event as well as input received from Tasks 2.2 and 2.3. The summary report will be a graphically rich memorandum with information clearly presented with infographics, images, and tables.

Deliverable(s):

- Preparation of materials for interactive activities
- Attendance and facilitation for up to two community events
- Photos and notes summarizing feedback received at events
- Community input summary

Task 2.5 Community Meeting

Planned concurrently during the preparation of Task 4.2 (Public Review Draft), the community meeting will inform the public about the draft plan and share next steps of implementation. PlaceWorks recommends an open-house format for this public meeting. Community members would circulate through various stations that offer information about different aspects of the plan, such as safety, design, or programming. PlaceWorks will also use the open house to solidify community support by addressing remaining stakeholder questions or concerns. Feedback received will be directly incorporated into the final plan (Task 4.3).

Deliverable(s):

- Preparation of materials and facilitation for public meeting
- Summary of feedback received from public meeting

TASK 3. TECHNICAL STUDIES

Task 3.1 Review of Existing Transportation Analyses, Policy Documents, and Mapping Efforts

As part of the assessment of existing conditions on bicycle and pedestrian infrastructure, PlaceWorks will first review previous reports, policy documents, and mapping efforts (including any GIS layers we currently have on file). Through our team's involvement in analyses of pedestrian, bicycle, and transit infrastructure for the Gold Line TOD Specific Plan, we feel that a significant amount of data from that plan and other recent City efforts can be used to develop the analysis for the Irwindale ATP, increasing cost and schedule

efficiencies. Given that right-of-way width; first/last mile connections to train stations, transit service, and stop amenities; and existing bikeways and walkways have already been cataloged and mapped, we can focus on filling in any missing pieces instead of starting from scratch. As part of this task, we propose assessing easements and right-of-way ownership for opportunities to install Class I multiuse pathways and/or Class IV buffered bikeways citywide, ensuring that future impacts to existing business operations and truck routes in the City (including Foothill Boulevard, Irwindale Avenue, and Arrow Highway) are minimized.

PlaceWorks will also assemble, review, and analyze relevant existing transportation plans, policies, and codes for the City of Irwindale, neighboring jurisdictions, and the surrounding region (including the San Gabriel Valley Regional Bike Master Plan) to provide a solid goals and policy framework on which to develop the Irwindale ATP. We will also review relevant local, regional, and state legislation that may affect plan implementation.

PlaceWorks will also review any transportation-related capital improvement projects in the City and adjoining jurisdictions, including trails, bikeway, and parkway improvements. These planned and proposed projects will be integrated, when applicable and desirable, into project recommendations and implementation components of the plan. Our analysis of existing conditions will be summarized in a memorandum with tables, pictures, and maps.

Deliverable(s):

- Existing conditions memorandum and maps

Task 3.2 Walk and Bicycle Audits

The PlaceWorks team will conduct walking and bicycling audits in Irwindale to identify the need and opportunity for improvements by directly experiencing the City's existing infrastructure. We will select key locations to hold the audits, which will likely be near centers of activity to serve the most people and because these are the places where people are most likely to walk or bicycle. The San Gabriel River Trail, Santa Fe Dam Recreation Area, and Irwindale Gold Line Station are good candidates, or locations selected during the kick-off meeting as most relevant by project team members.

The audits will consist of a 45- to 60-minute walk and/or bicycle ride using a checklist to take notes about: what is working well to encourage walking and bicycling, how comfortable/safe one feels walking and/or bicycling, and what factors discourage walking or bicycling. We will also photograph the walk/bike audit. After the audit, we will mark aerial photos of the area to identify locations that need improvements for walking or bicycling. To encourage community

participation in the walk/bike audits, we offer the option to run these concurrently with the community information event (Task 2.4) or have the assessment internally focused as part of the field review (Task 1.2). After the audits are conducted, PlaceWorks will use the maps and walkability/bikeability checklists to inform the development of project recommendations in Task 4.

Deliverable(s):

- Materials to conduct walk/bike audits
- Memorandum describing results of walk/bike audits

Task 3.3 Collection of Bicycle and Pedestrian Counts

Prior to finalizing policies and project recommendations, we will conduct a manual count of bicyclists and pedestrians to document existing volumes, demographics, and behavior in up to six locations throughout Irwindale. We will select count times based on best practice methods from the National Bicycle and Pedestrian Documentation Project (<http://bikepeddocumentation.org/>) and by incorporating input received from City staff to ensure that the counts best assess typical conditions.

PlaceWorks will assist City staff with assembling volunteers and providing count training sessions, count forms, and instructions. We will also assess count results after receiving all count forms. PlaceWorks will assess the counts against policy, program, and network recommendations prepared for the plan (Task 3.5) and will make any needed adjustments to the recommendations based on the results of data.

Deliverable(s):

- Counts for up to six locations citywide, including all materials to conduct counts
- Bicycle and pedestrian count assessment memorandum

Task 3.4 Collision Analysis

Concurrent with the bicycle counts, PlaceWorks will analyze bicycle and pedestrian collisions in the City, using data from the Statewide Integrated Traffic Records System (SWITRS); California Office of Traffic Safety (OTS); other sources, such as TIMs (Transit Injury Mapping System <https://tims.berkeley.edu/>); and the City of Irwindale Police Department. The collision analysis will be presented in a graphic-rich memo with data in easy-to-review maps, tables, and charts.

Deliverable(s):

- Collision analysis memorandum

Task 3.5 Project/Program Recommendations and Network Map

Based on findings from the existing conditions analysis (Task 3.1) and input from stakeholder engagement (Task 2), PlaceWorks will create a map showing a proposed bicycle and pedestrian network that addresses the gaps in the existing network. The proposed network will:

- Provide safe and convenient bicycle and pedestrian access to activity centers, schools, employment centers, and transit.
- Offer opportunities for all ages and abilities to access bicycle facilities, sidewalks, and trails.
- Mitigate existing gaps, hazards, and barriers to pedestrian and bicycle travel.
- Coordinate bikeways with those of Los Angeles County and the cities of Arcadia, Azusa, Baldwin Park, Duarte, El Monte, and Monrovia and other locations in the San Gabriel Valley region.
- Identify appropriate locations for bicycle support facilities and key pedestrian locations.

The proposed network will likely focus on protected multiuse trails (Class I) and protected bikeways (Class IV) as well as enhanced sidewalks and pedestrian paths. Additions to the existing network will generally be based on community needs, available right-of-ways, connectivity, directness, barriers, multimodal linkages, and safety and security. A citywide vision with a set of goals, policies, and programs developed from community input in Task 2 will also help frame the discussion of what projects will receive implementation priority.

PlaceWorks will prepare a memorandum to accompany the proposed network map that highlights how the proposed map addresses gaps in the existing active transportation network and identifies locations where additional right-of-way and/or plan line adjustments may be needed to accommodate improvements. We will also assemble a matrix of proposed capital projects based on the future network map with a variety of metrics to rank each improvement project. Potential metrics may include safety, accessibility, connectivity, public health, feasibility, costs, and community support.

Deliverable(s):

- Proposed network map
- Prioritized project list
- Proposed policies and programs memorandum

Task 3.6 Design Guidelines

PlaceWorks will highlight key best practices for bicycle and pedestrian infrastructure elements that best address existing needs in the City. These will include descriptions of all types of facilities recommended in this plan as part of recommended projects, such as multiuse paths, protected bike lanes, enhanced pedestrian crossings, sidewalk pedestrian amenities, bicycle parking, etc. For further guidance, we will provide references to existing best practice design guides, such as the National Association of City Transportation Officials (NACTO) Urban Street Design Guide and Urban Bikeway Design Guide and the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), among others.

Deliverable(s):

- Design Guidelines memorandum

Task 3.7 Funding and Implementation Analysis

The PlaceWorks team will perform a survey of regional, state, and federal funding sources, and we will develop a funding matrix for pursuing grants to plan and implement active transportation improvements. We will also complete a comprehensive analysis of locally generated and unconventional funding sources, including private foundations, corporate donors, local endowments, development impact fees, public-private partnerships, and community-oriented and -focused grant programs. These funding sources will likely have smaller dollar amounts than federal, state, and regional sources, but they will also likely be less competitive and more tailored to the needs of Irwindale, increasing chances that local planning efforts will get funded.

As part of developing an implementation strategy for the Irwindale ATP, we will identify projects from the project priority list in Task 3.5 that might be eligible for multiple active transportation grants, particularly those that support congestion management, air quality improvements, and VMT and GHG reduction. The implementation strategy will identify the most likely near-term funding sources and will highlight short-term, prioritized projects (and divide medium- and longer-term projects into separate lists) that are eligible for grant opportunities, with planning-level cost estimates prepared for these projects.

Deliverable(s):

- Funding sources matrix
- Phased implementation plan with planning-level cost estimates

TASK 4. NON-MOTORIZED ACTIVE TRANSPORTATION PLAN AND DESIGN GUIDELINES

Task 4.1 Administrative Draft

The PlaceWorks team will compile input received from the public outreach strategy (Task 2) and the findings from the preparation of technical reports (Task 3) to develop the Draft Irwindale ATP. The draft plan will be clear, user friendly, succinct, and graphically rich, with maps and other exhibits to effectively illustrate elements of the plan. It will also be responsive to the California Transportation Commission's Active Transportation Program guidelines. Although the contents of the plan will be determined based on the final scope of work and the actual planning process, we anticipate that it could include the following sections:

- Executive Summary
- Existing Conditions Assessment (includes Community Input)
- Visions, Goals, and Policies
- Network Map and Project/Program Recommendations
- Design Guidelines
- Funding Sources and Implementation Plan

The Administrative Draft Plan will be presented to City of Irwindale staff for review and comment.

Deliverable(s):

- Administrative Draft Plan and Design Guidelines

Task 4.2 Public Review Draft and Planning Commission Presentation

After receipt of one consolidated set of comments from City staff, PlaceWorks will revise the Draft Irwindale ATP, incorporating staff feedback. The revised draft will be presented as a public review draft plan for review by the City Council, Planning Commission, and constituents through the plan's community meeting (Task 2.5). PlaceWorks will provide the document in digital form to City staff and post the public review draft on the City's website. In addition, PlaceWorks will help City staff prepare any relevant presentation materials for Planning Commission review of the draft plan.

Deliverable(s):

- Presentation materials for Planning Commission Meeting
- Public Review Draft Plan and Design Guidelines

Task 4.3 Final Plan and City Council Presentation

Based on comments received from the public review draft from City staff, Planning Commission, and SCAG representatives, including one consolidated set of comments received during the community workshop (Task 2.5), PlaceWorks will prepare the Final Irwindale Non-motorized Active Transportation Plan and Design Guidelines for City Council adoption. PlaceWorks will also help City staff prepare any relevant presentation materials for the City Council meeting.

Deliverable(s):

- Presentation materials for City Council Meeting
- Final Irwindale Non-motorized Active Transportation Plan and Design Guidelines

PROJECT UNDERSTANDING AND APPROACH

PlaceWorks is enthused about joining the City of Irwindale in developing an Active Transportation Plan and Design Guidelines that will lead to a more connected and multimodal community. Irwindale is a unique industrial employment center; it has a small residential population of 1,470, but a daytime population of 17,885; several major businesses; and a new Gold Line Station that opened in 2016. Irwindale's geographic location and regional access to other communities in the San Gabriel Valley are major strengths.

Our staff is very familiar with the community's issues and opportunities through previous work efforts with the City. Its existing urban form is heavily oriented to automobiles, creating access and mobility issues in the city. The city's street network has limited connectivity outside its main arterials due to physical barriers such as large industrial/manufacturing uses, rock quarries, and Interstate 210. Truck traffic on arterial roadways, such as Irwindale Avenue, hinders efforts to create an urban environment that is safe for walking and bicycling. Because of the limited right-of-ways, narrow and missing sidewalks, and few pedestrian amenities (such as lighting and benches), a "complete streets" approach should be used for enhanced walking and bicycling amenities along key corridors.

PlaceWorks' approach will consider all modes of travel, but especially walking and bicycling. A key component of the ATP will be to improve first/last mile access for residents and workers to and from the Irwindale Gold Line Station by—among other things—improving the pedestrian environment along key transit corridors such as Irwindale Avenue, Arrow Highway, and Foothill Boulevard.

Connecting Irwindale's residents to jobs, transit, and adjacent communities will be critical. Enhancing local and regional access to Irwindale's amenities and

businesses and the San Gabriel River Trail will be an important first step. Opportunities to integrate new multiuse paths will be explored throughout the city to provide connections to the existing and future regional bikeway network.

PlaceWorks is exceptionally qualified to partner with the City; our proposed work program, coupled with the experience and commitment of our key staff, will produce a plan that reflects community objectives and can be effectively implemented. Our team of planners, urban designers, and landscape architects is recognized for its success in developing active transportation plans that lead to real results. We will ensure that the pedestrian and bicycle infrastructure and streetscape components of the Irwindale Active Transportation Plan and Design Guidelines are "funding ready" after the plan is adopted.

QUALIFICATIONS AND EXPERIENCE



Qualifications and Experience

PlaceWorks is one of the west's most eminent planning and design firms, with approximately 125 employees in five offices. The firm serves both public- and private-sector clients throughout the state in the fields of comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS). PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking.

Communities don't stand still. As they grow and change, they need to balance diverse interests: the physical with the social, the governmental and economic with the environmental. PlaceWorks works with communities to design strong, sustainable futures. We are committed to collaboration across disciplines, workable solutions, and creating better places for people to live. We craft forward-thinking, inventive solutions around long-term consequences. Our talented, multidisciplinary team thrives on tackling complex problems and provides creativity grounded in research and systems-based thinking. Our services include, but are not limited to the following.

"From outreach to the final City Council presentation, PlaceWorks staff immersed themselves into our community, Establishing Trust among key stake holders and public officials. I would also like to add that the Corridors Plan showed a great deal of respect to the past, present, and future of our City."

– Steven A. Mendoza
City of Los Alamitos

COMMUNITY PLANNING

- Comprehensive Planning, including General Plans, Specific Plans
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

DESIGN

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

LANDSCAPE ARCHITECTURE

- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Urban Forestry
- Storm Water Management Planning
- Evidence-Based Design

ECONOMICS

- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

ENVIRONMENTAL SERVICES

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG Emissions/Inventory, Noise, Shade & Shadow Analysis
- Climate Action Planning
- Site Investigation
- Remedial Engineering Design
- Health Risk Assessment
- Regulatory Compliance

"I have been thoroughly satisfied with their [PlaceWorks'] work on all projects with which we have been jointly involved and appreciate their professionalism and thoughtful guidance on complex issues. In addition to demonstrating a clear understanding of our needs, they have brought to bear a unique combination of public knowledge and private development expertise."

– Barry Curtis
City of Irvine

RELEVANT PROJECTS

PlaceWorks has extensive experience working with various agencies and jurisdictions in pedestrian and bicycle planning throughout California. Key PlaceWorks staff selected for this effort were recently involved in the Town of Los Gatos Bicycle and Pedestrian Master Plan and the City of Avenal Active Transportation Plan/Safe Routes to School Plan, both successfully adopted in 2017. Our team for this proposal has also been involved in conducting a feasibility study on developing a bicycle- and pedestrian-count database for the Metropolitan Transportation Commission in the San Francisco Bay Area, as well as developing mobility and parking recommendations for the City of Newport Beach's Mariners' Mile Revitalization Master Plan along West Coast Highway. As a full-service planning and design firm, PlaceWorks led project management, graphic production, strategic communication, and technical analysis for these efforts. Our staff is currently involved in key roles for the Transit to Parks Strategic Plan for the Los Angeles County Metropolitan Transportation Authority (Metro) and preparing goals, policies, and funding/financing strategies for Orange County Transportation Authority's Countywide Active Transportation Plan.

In addition, PlaceWorks staff selected for the Irwindale Non-motorized Active Transportation Plan and Design Guidelines have extensive prior experience as active transportation planners working with municipal and transportation agencies such as the City of Glendale, the City of Los Angeles, Western Riverside Council of Governments (WRCOG), and Metro. We were involved with WRCOG's nonmotorized transportation plan; developed comprehensive design guidelines for remaking and revitalizing streets in the City of Los Angeles; enhanced first/last mile connections in Los Angeles County through Metro's Active Transportation Strategic Plan; and obtained funding and led the creation of outreach and infographics for the American Public Works Association's (APWA) award-winning Harvard-Louise Green Streets project in downtown Glendale. Our staff was involved in the multimodal Tropico Center Plan, the SCAG- and APA-award-winning Glendale Safe and Healthy Streets Plan, and the APA-award-winning implementation of the Glendale Downtown Mobility Study.

PlaceWorks has successfully managed multiple projects that required expertise in strategic communications, a key component in the development of transportation policy documents. For example, our work on the successful Harbor Mixed-Use Transit Corridor Plan included an extensive, three-year outreach program with over 20 public meetings. The program also included an idea fair and bus tour, neighborhood meetings, focus groups, workshops, and study sessions with the Planning Commission. After adoption, the plan immediately drew interest from multiple developers for new residential and mixed-use projects.

PlaceWorks staff has extensive experience in leading the preparation of implementation-ready active transportation plans, and we understand the connection between the preparation of policies and successful project implementation. Our plans identify current and locally relevant sources of funding, clearly prioritize projects, and create phased implementation plans. Our expertise with implementation of active transportation projects has enabled us to prepare successful grant applications for the Caltrans Active Transportation Grant, SCAG Sustainability Grant, Caltrans Sustainable Community Planning Grant, and Metro Call for Projects. We are currently leading the preparation of six Caltrans Active Transportation grant applications for the cities of Long Beach and Glendale.

Project descriptions and images for these and other relevant projects are included on the following pages:

WRCOG NON-MOTORIZED TRANSPORTATION PLAN

SCAG Compass Blueprint Demonstration Project

Project Type	Transit Planning, Bike and Pedestrian Route Planning
Location	Western Riverside County, California
Size	Countywide
Client	Western Riverside Council of Governments, Southern California Association of Governments, and Urban Crossroads
Date Completed	2010
Services Provided	Existing Conditions Analysis, Bike and Pedestrian Routes Planning, Design Guidelines, Implementation, Public Outreach



WRCOG NON-MOTORIZED TRANSPORTATION PLAN Stakeholder Working Group Meeting

You are invited to join the first Stakeholder Working Group meeting to provide direction on the Non-Motorized Transportation Plan for Western Riverside County.

The Non-Motorized Transportation Plan will be a multi-jurisdictional plan linking transit and other destinations with a realistic sub-regional network of bike/pedestrian routes. The goal is to increase the range of transportation options for travel within and between Western Riverside jurisdictions.

The Stakeholder Working Group will focus on:

- Components of the Plan
- Existing and proposed bike and pedestrian trails
- Transportation design criteria
- Implementation of a Backbone System of non-motorized transportation

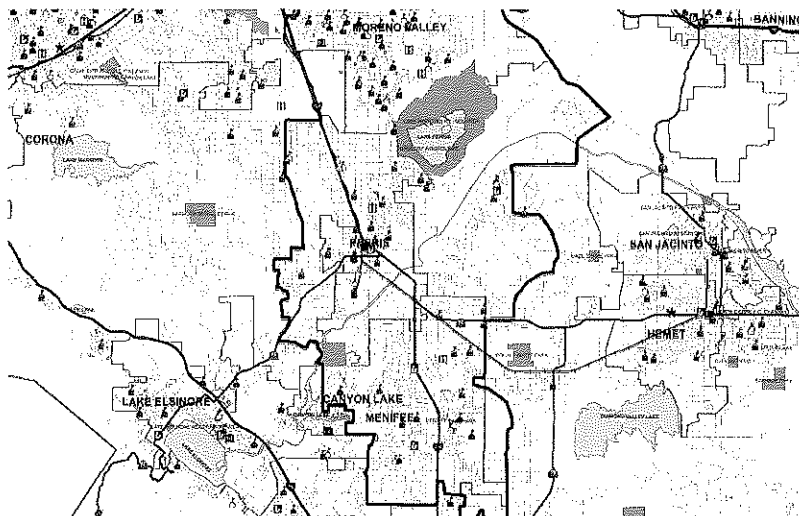
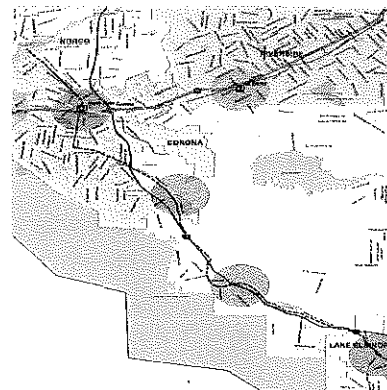
Meeting Time and Location
January 19th, 1:30-3:00 pm
WRCOG Conference Room A
4900 Loma Street, 3rd Floor
Banning, CA 92401
Please RSVP by January 13th to:
Karen Galloway, the Planning Center
kgalloway@wrcogcenter.com
951-366-9229

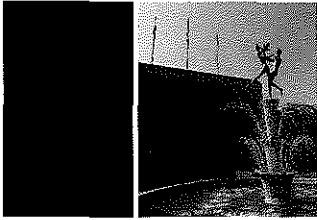
We need your input on the following:

- Confirm current trail plans for your jurisdiction
- Provide input on the Draft Backbone System
- Discuss local government and community roles in creating a backbone

The Western Riverside Council of Governments Non-Motorized Transportation Plan was originally prepared in 1996 and thoroughly updated in 2010 by PlaceWorks, Urban Crossroads, and Ryan Snyder Associates. The NMTP is a multi-jurisdictional plan linking transit and other destinations with a realistic subregional network of bicycle and pedestrian routes. The plan increases the range of transportation options for travel within and between Western Riverside jurisdictions and is a practical tool that can be strategically incorporated with local planning efforts.

The project team recognized that in order for the NMTP to be successful, key stakeholders needed to agree on its components, including its goals and strategies, route locations, design guidelines, funding recommendations, and implementation tools. To ensure stakeholder support, PlaceWorks engaged the county; 16 cities; and relevant community groups, nonprofits, and other organizations in a collaborative planning program. A series of working group meetings ultimately resulted in a coordinated plan, including projects that can be implemented in the near term as well as a defined backbone network that can be protected over the long term.

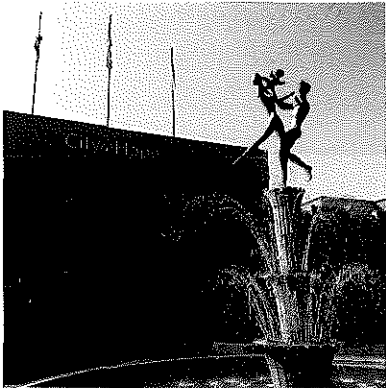




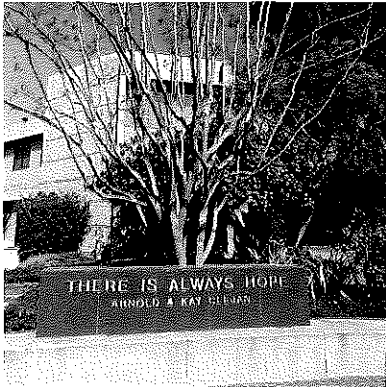
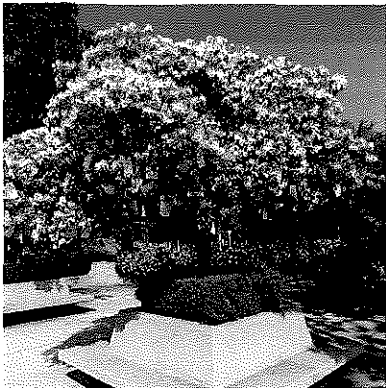
CITY OF HOPE SPECIFIC PLAN AND EIR

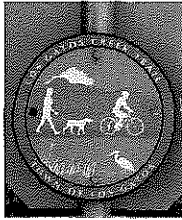
A New Vision for the Cancer Research Center

Project Type	Specific Plan and EIR
Location	Duarte and Irwindale, California
Size	114 acres
Client	City of Duarte, City of Irwindale, City of Hope
Date Completed	In Progress
Services Provided	Specific Plan, EIR, Community Outreach and Participation



The City of Hope Cancer Research Center is a medical campus that was established in 1913 and is today regarded as a global pioneer for cancer research. The PlaceWorks team is working with City of Hope, the City of Duarte, and the City of Irwindale to bring the center’s recently completed campus master plan to fruition. The plan will establish a development envelope around the center of approximately 2.7 million square feet over the next 30 years. In each phase of development and throughout the life of the project, the specific plan and EIR will provide strategic opportunities for flexibility in building placement and design, internal circulation and parking, anticipated uses and occupancies, and improvements to infrastructure—both on and off the campus, to the extent possible. These combined efforts will focus on an implementation-driven approach, based largely on thresholds, triggers, and performance measures, and will establish a streamlined review and approval process.

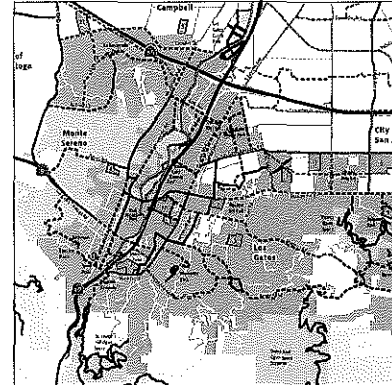




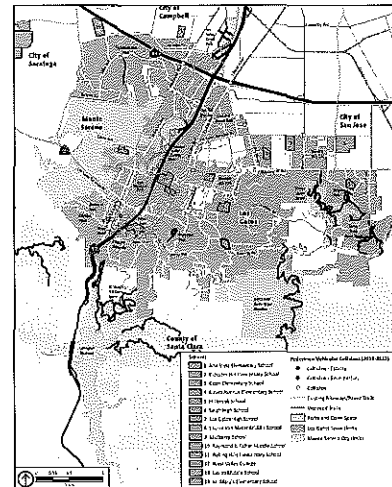
BICYCLE AND PEDESTRIAN MASTER PLAN

A Solution for Los Gatos and Monte Sereno

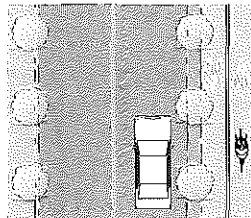
Project Type	Transportation Planning
Location	Los Gatos and Monte Sereno, California
Size	11.61 square miles
Client	Town of Los Gatos
Date Completed	Adopted March 2017
Services Provided	Active Transportation Plan, Bicycle and Pedestrian Planning



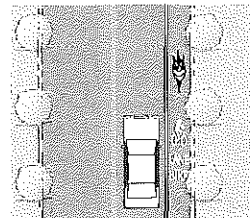
Nestled between the rural Santa Cruz Mountains and urban Silicon Valley, Los Gatos and Monte Sereno have a distinct and attractive built environment covering a variety of terrain, from the flat valley floor to the rising hills, which requires unique and innovative approaches to designing a multimodal transportation network. While Los Gatos has a strong foundation in active transportation, with a comprehensive Safe Routes to Schools program, the famous Los Gatos Creek Trail, and proximity to world-class mountain biking trails, it lacks a cohesive plan for enhancing bicycle and pedestrian programs and on-the-ground facilities. PlaceWorks developed a complete and implementable Bicycle and Pedestrian Master Plan (BPMP) for the Town, as well as for the neighboring City of Monte Sereno, that provides direction for improving safe and accessible active transportation routes between local destinations and to other regional assets. The project included outreach through a range of face-to-face meetings, event tabling, volunteer bike and pedestrian counts, and online surveys that have garnered over 900 responses, as well as close consultant collaboration with the Town's Bicycle and Pedestrian Advisory Committee. The BPMP positions the Town to complete its non-motorized network by identifying critical gaps to close; providing guidance on feasible, context-sensitive facility designs; and ensuring eligibility for regional, State, and federal funding. Since 2008, PlaceWorks has worked on several projects in Los Gatos, and the BPMP builds on our previous work on the Town's 2020 General Plan Update, Sustainability Action Plan, and Parks, Open Space, and Trails Inventory.



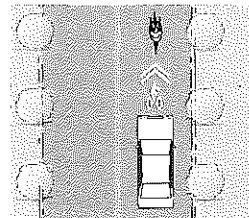
Class I - Off-Street Multi-Use Path

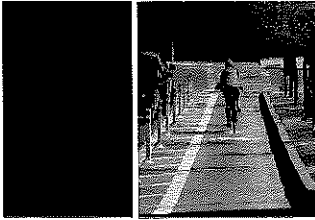


Class II - On-Street Bicycle Lane



Class III - On-Street Bicycle Route



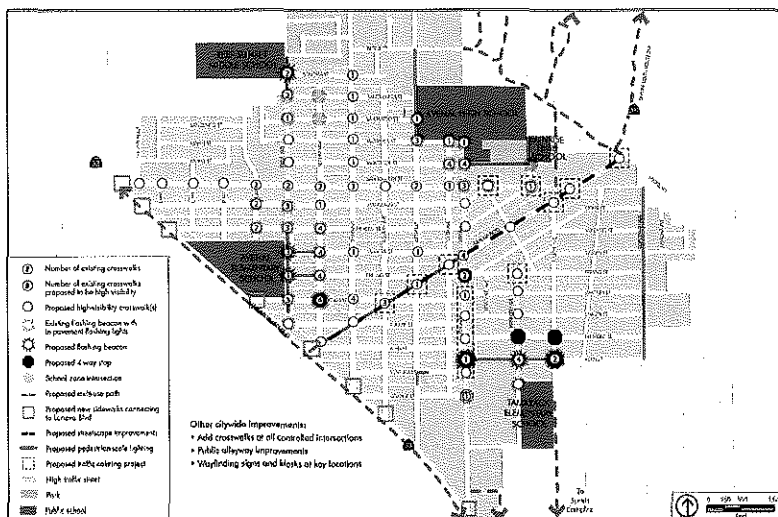


AVENAL ACTIVE TRANSPORTATION PLAN

A Coordinated Approach for the Community

Project Type	Transportation Planning
Location	Avenal, California
Size	19.42 square miles
Client	City of Avenal
Date Completed	December 2016
Services Provided	Active Transportation and Safe Routes to School Plan, Bicycle and Pedestrian Planning

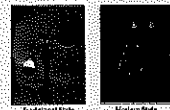
Located in rural Kings County, the City of Avenal is a small agricultural municipality with a diverse community. The Avenal Active Transportation and Safe Routes to School Plan (AT/SRTS Plan) guides the development of bicycle, pedestrian, safe routes to school, and trail facilities in the City of Avenal. While most safe routes to school plans are developed separately from active transportation plans, PlaceWorks pursued a coordinated approach incorporating both components into a single cohesive plan document. As a result, the AT/SRTS Plan establishes a feasible set of innovative policies, project recommendations, and implementation strategies that support the creation of a fully integrated network accommodating all modes and people of all ages.



STREETSCAPE IMPROVEMENTS



PEDESTRIAN LIGHTING



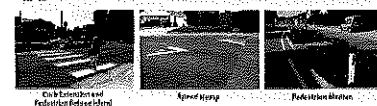
HIGH-VISIBILITY CROSSWALKS



FLASHING BEACONS AND IN-PAVEMENT LIGHTS



TRAFFIC CALMING

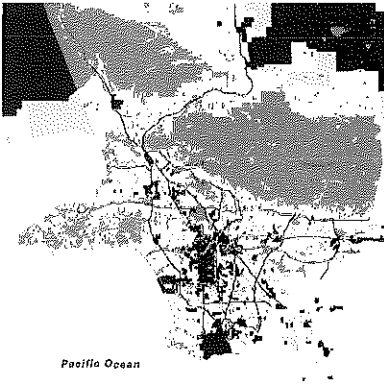




METRO TRANSIT TO PARKS STRATEGIC PLAN

Connecting Transit to Trails

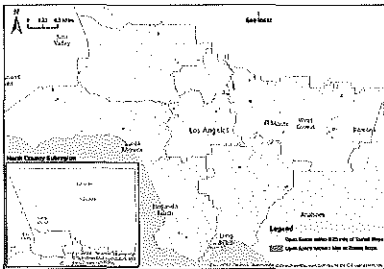
Project Type	Open Space and Resource Planning
Location	Los Angeles County, California
Size	Countywide
Client	Los Angeles County Metropolitan Transportation Authority
Date Completed	In Progress
Services Provided	Stakeholder Engagement, Transportation Planning, Open Space and Resource Planning, GIS



The Transit to Parks Strategic Plan will provide analysis and recommendations to assist the Los Angeles County Metropolitan Transportation Authority (Metro) with developing a plan for increasing access to parks and open space countywide—a key priority identified in the recently adopted LA County Park & Recreation Needs Assessment (led by PlaceWorks). The strategic plan will identify transportation strategies for removing barriers to access of open space amenities countywide, especially for park-poor and economically disadvantaged communities.

As part of the plan, PlaceWorks will expand and refine GIS data collected in the LA County Park & Recreation Needs Assessment, linking park-need data with economic and health indicators down to the census-tract level. This assessment will determine what neighborhoods throughout the county are in the greatest need for improved access to parks and open space.

PlaceWorks will also be involved in formulating and participating in the 25-member advisory committee for the project, which will consist of interested stakeholder organizations that represent the diverse range of communities in Los Angeles County. We will collaborate with the advisory committee to select local and regional park spaces countywide that will have improved transportation access. Mobility solutions proposed as part of the plan may include new shuttle services, enhanced service to existing buses or trains, and improvements to first/last mile infrastructure, including wayfinding signs, installation of bicycle and pedestrian pathways, and expansion of bicycle share programs.





SAFE & HEALTHY STREETS PLAN

A Foundation for Safer Streets

Project Type	Pedestrian and Bicycle Safety Plan
Location	Glendale, California
Size	Citywide
Client	City of Glendale
Date Completed	April 2011
Awards	2014 Award of Merit, Transportation American Planning Association, Los Angeles Section 2012 Compass Blueprint President's Award of Excellence Southern California Association of Governments



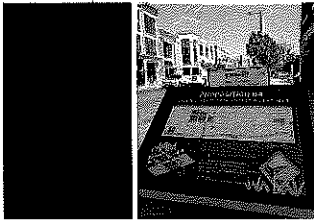
The Safe & Healthy Streets Plan is the City of Glendale's first citywide policy document dedicated to bicycle and pedestrian safety. Organized around the 5 E's—Education, Encouragement, Engineering, Enforcement, and Evaluation—it sets the groundwork for bicycle and pedestrian planning in Glendale. The plan was funded through a Policies for Livable and Active Communities (PLACE) grant from the Los Angeles County Department of Public Health. The funding was pursued and the plan developed in a partnership between the City of Glendale and the LA County Bicycle Coalition. While with the city, PlaceWorks' Michael Nilsson was a key member of a team that included staff from the city's Public Works, Community Services & Parks, and Community Development departments as well as members of the Los Angeles County Bicycle Coalition. The project team was in charge of the extensive outreach effort, policy development, and implementation strategy for the plan.

Adopted in 2011, the plan received awards from the American Planning Association and Southern California Association of Governments for its innovative policy approach to improving bicycle and pedestrian mobility in a city that previously contained little bicycle infrastructure or advocacy for such infrastructure. Shortly after adoption, the pedestrian/bicycle advocacy organization "Walk Bike Glendale" was formed and is now one of the largest local bicycle coalition chapters in Los Angeles County.

In addition, the Safe & Healthy Streets Plan created the momentum for a fully updated citywide bicycle transportation plan one year later in 2012, which proposed 100 miles of new bicycle infrastructure in the City. The plan also set the foundation for proactively improving bicycle and pedestrian safety in Glendale, of which \$1.5 million dollars have been successfully awarded to the city since plan adoption for the Citywide Pedestrian Plan, the Citywide Safety Education Initiative, and a comprehensive Safe Routes to School education program.



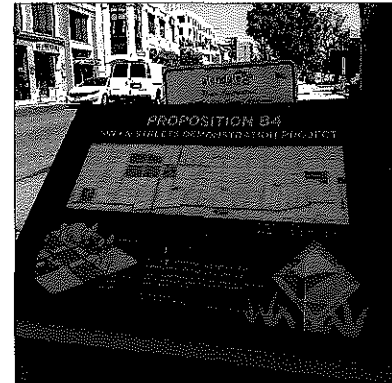
This project was led by PlaceWorks' **Michael Nilsson, AICP CTP**, while employed at the City of Glendale.



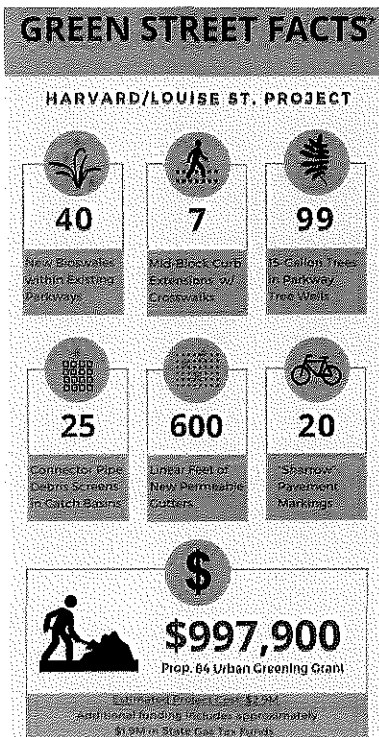
HARVARD-LOUISE GREEN STREETS

Glendale's First Complete and Green Street Project

Project Type	Streetscape Design
Location	Glendale, California
Size	1.1 linear miles
Client	City of Glendale
Date Completed	Funded in Fall 2014, Completed Summer 2017
Services Provided	Public Works Improvements, Streetscape Policies, Community Outreach
Awards	2017 Project of the Year, American Public Works Association (APWA), Southern California Chapter



As Senior Mobility Planner for the City of Glendale, Michael Nilsson successfully pursued and obtained \$997,900 in Proposition 84 Urban Greening Project Grant funding for the city's first complete- and green-streets project, which is strategically located across from the Glendale Central Library and the "Americana at Brand" mixed-use complex. The project combines multimodal infrastructure improvements with enhancements to water quality and stormwater management. Awarded funds will provide curb extensions, bioswales, midblock crossings, sharrows or bike lanes, and additional landscaping to the 1.1-mile project area. Overall, the project offers multiple benefits, especially improved water and air quality and increased safety for all modes of transportation. Michael and Community Development staff conducted community outreach for the project, including the Harvard and Louise Green Streets Expo held in October 2015. The community development department continues to collaborate closely with the city's public works department, which is involved in managing the design and construction components. Construction on the project started in mid-2016, and was completed in late summer 2017. The project received an award from the Southern California Chapter of the American Public Works Association for its innovative green and complete street treatments.



Harvard/Louise
Green Streets
expo

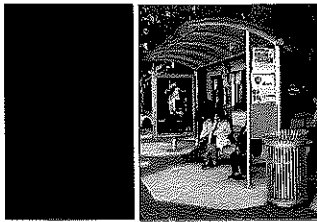
Saturday, October 17, 2015
11am - 2pm

Glendale Central Library (Lawn)
222 East Harvard Street
Glendale, CA 91205

HARVARD
LOUISE



This project was led by PlaceWorks' **Michael Nilsson, AICP CTP**, while employed at the City of Glendale.



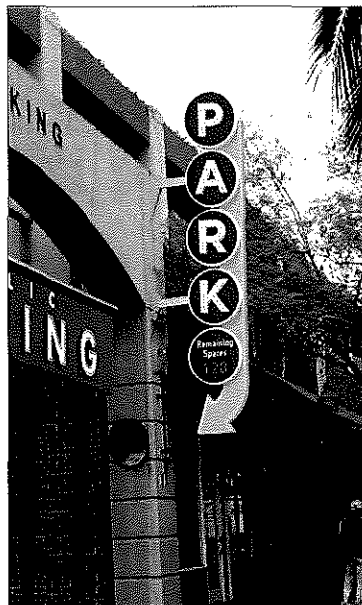
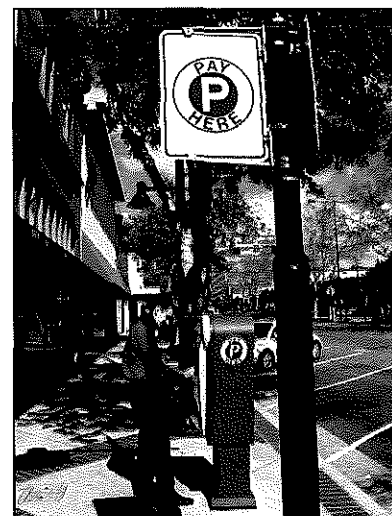
DOWNTOWN MOBILITY STUDY

Award-Winning Implementation

Project Type	Implementation
Location	Glendale, California
Size	360 Acres
Client	City of Glendale
Date Completed	June 2015
Services Provided	Policy Implementation, Negative Declaration
Awards	2015 Awards of Excellence in Implementation, Large Jurisdiction American Planning Association, California Chapter & Los Angeles Section



While on staff with the City of Glendale, PlaceWorks' Michael Nilsson was in charge of implementing policies for the award-winning 2007 Downtown Mobility Study. He coordinated over 35 outreach meetings with various community organizations and prepared ordinances to reduce parking standards and increase transportation demand management requirements in the downtown area. He also enabled the city's first district-based preferential parking zones in residential neighborhoods adjacent to the Brand Boulevard of Cars, a regionally significant automobile row, and he prepared the environmental review of mobility policies under CEQA. As a result of policy implementation, over 3,000 dwelling units and approximately \$32 million in mobility infrastructure improvements have been completed in the Downtown Specific Plan area since plan adoption. The implementation of the Glendale Downtown Mobility Study received local and state awards from the American Planning Association.



Create a "Park Once" Program

"Create a 'Park Once' District to publicly manage the largest pool of parking spaces" DSP pg.97

This project was led by PlaceWorks' **Michael Nilsson, AICP CTP**, while employed at the City of Glendale.

COMPLETE STREETS DESIGN GUIDE

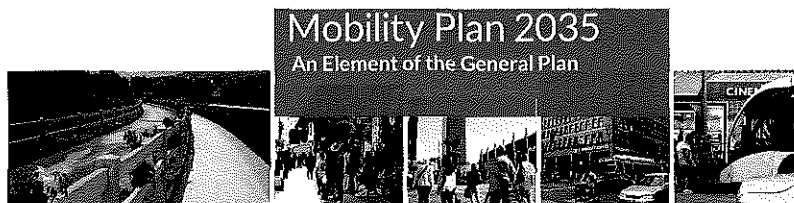
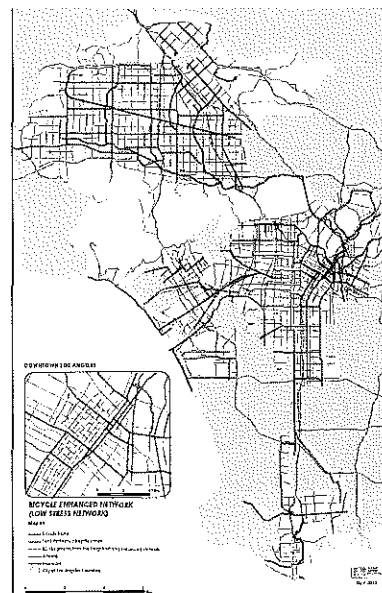
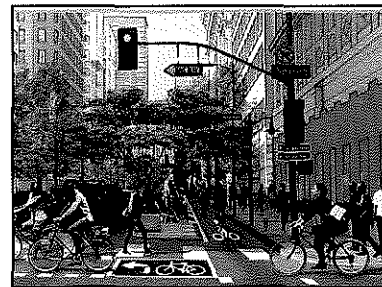
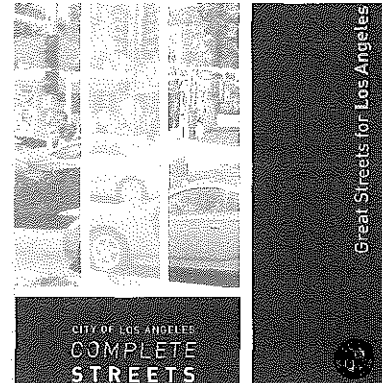
Tools for Remaking and Revitalizing Los Angeles Streets

Project Type	Design Guide
Location	Los Angeles, California
Size	Citywide
Client	City of Los Angeles
Date Completed	2015
Services Provided	Complete Streets Standards, Design Guidelines

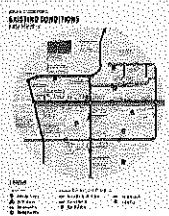
The City of Los Angeles Complete Streets Design Guide presents revised street standards as well as tools and strategies for city departments, local agencies, and community members to balance the needs of all road users—pedestrians, cyclists, transit riders, and drivers. As a mobility planner with the Los Angeles Department of City Planning, PlaceWorks' Abraham Sheppard coordinated the development of the design guide by collaborating with multiple city departments and agencies.

The design guide uses national Complete Street best practices as a framework for introducing place-specific guidance responsive to the city's unique urban fabric and existing street design standards. The guide's wide variety of tools includes safety-enhancing strategies (e.g., traffic-calming infrastructure, pedestrian signalization, bicycle lanes), ways to improve pedestrian comfort and convenience (e.g., landscaping, trees, benches), tools to improve sustainability (e.g., stormwater management), and strategies for making streets "people spaces" (e.g., plazas, public art, outdoor dining).

The design guide accompanies Mobility Plan 2035, a transformative general plan update with new policies and priorities redirecting the city's decades-long car-centric approach to mobility planning and street design. As part of Mobility Plan 2035, the design guide shared in the challenge of forming long-range policy and standards for a geographically and demographically diverse city with over 4,000,000 residents, more than 6,500 miles of roadways, and a land area over 450 square miles. The plan required extensive coordination with dozens of city departments, public and community organizations, other stakeholders, and most importantly, community members across the city.



This project was led by PlaceWorks' **Abraham Sheppard** while employed at the City of Los Angeles.



ACTIVE TRANSPORTATION STRATEGIC PLAN

Enhancing First/Last Mile Connections

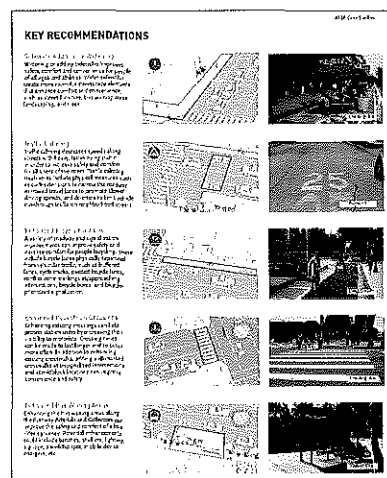
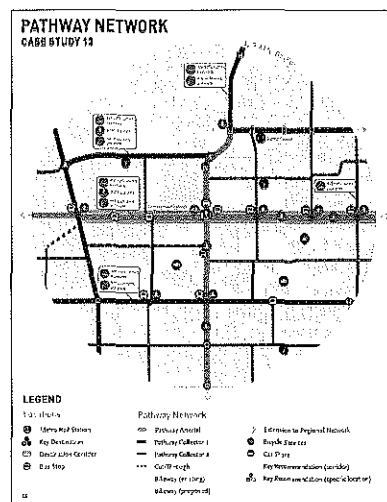
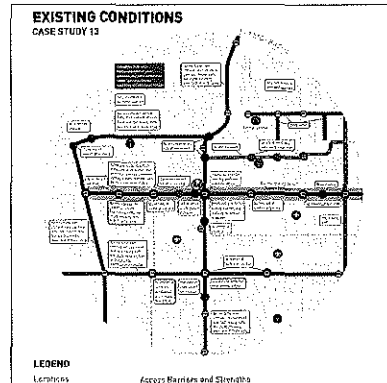
Project Type	Active Transportation Plan
Location	Los Angeles County, California
Size	Countywide
Client	Los Angeles County Metropolitan Transportation Authority
Date Completed	2016
Services Provided	Mapping, Existing Conditions Analysis, First/Last Mile Connectivity Recommendations

Building on Metro's award-winning First Last Mile Strategic Plan, the Active Transportation Strategic Plan identifies needs, resources, and strategies to improve transit riders' experience between origin/destination points and major transit stops. The plan focuses on comfort, convenience, and safety for people walking, rolling, and bicycling to/from transit stations and major bus stops.

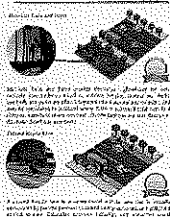
As a member of the consultant team, PlaceWorks' Abraham Sheppard coordinated a portfolio of case studies, providing municipal and community leaders with a graphically rich, user-friendly guide for evaluating station/stop access in their own communities and developing plans to enhance transit accessibility.

A primary challenge was creating a guide that succinctly and successfully addresses the needs of communities that vary so widely in development patterns and demographics in a county that is over 4,700 square miles and has more than 10 million people. Abraham visited and analyzed transit station/stop areas across Los Angeles County, assessing existing accessibility barriers such as connectivity gaps and inadequate infrastructure.

Using this guide, municipalities and community leaders can improve walkability, bikeability, and the overall transit experience in their communities, thereby supporting sustainability, improving quality of life, and encouraging public transit ridership.



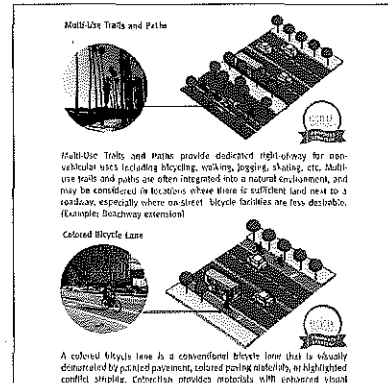
This project was completed by PlaceWorks' **Abraham Sheppard** while with another consulting firm.



SANTA BARBARA BICYCLE MASTER PLAN

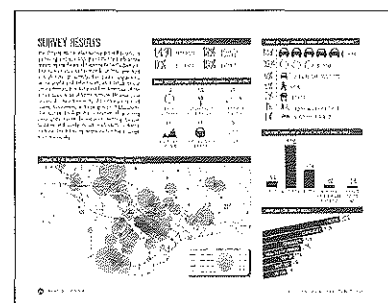
Enhancing a Bicycle-Friendly Community

Project Type	Bicycle Master Plan
Location	Santa Barbara, California
Size	Citywide
Client	City of Santa Barbara
Date Completed	2016
Services Provided	Public Outreach, Bicycle Network Planning, Policy Development, Graphic Design

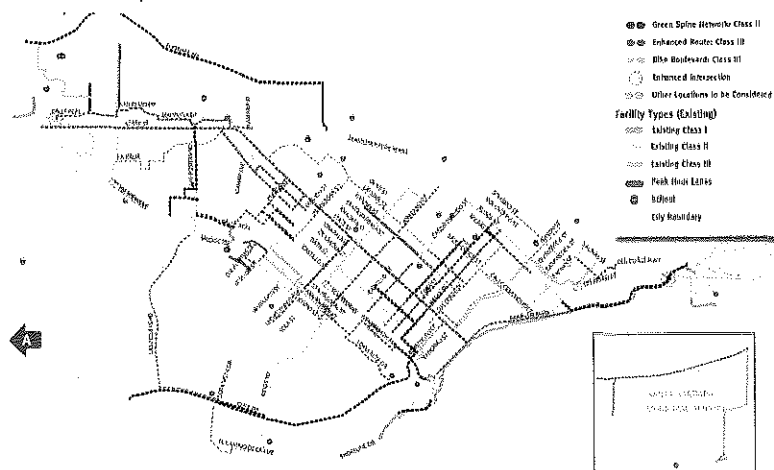


The City of Santa Barbara Bicycle Master Plan is a community-driven, long-range plan to make bicycling an even more convenient, comfortable, safe, and popular choice. The plan continues Santa Barbara's legacy of successful bicycle planning by prioritizing new network connections, developing leading-edge facilities, and encouraging new programs and policies.

A key challenge was actively engaging a diverse set of community members, public agencies, private advocacy groups, and other interested parties in order to ensure a community-driven plan. As a member of the lead consultant team, Placeworks' Abraham Sheppard worked alongside an energetic city staff to carry out an innovative outreach strategy using social media, a robust web presence, and highly interactive public workshops.



With feedback from over 2,000 community members and stakeholders, the team prioritized bicycle-related capital improvement projects over the near and far terms; made recommendations for encouragement, enforcement, and educational programs; and set the stage for a city where more residents choose bicycling as their preferred transportation.



This project was completed by PlaceWorks' **Abraham Sheppard** while with another consulting firm.

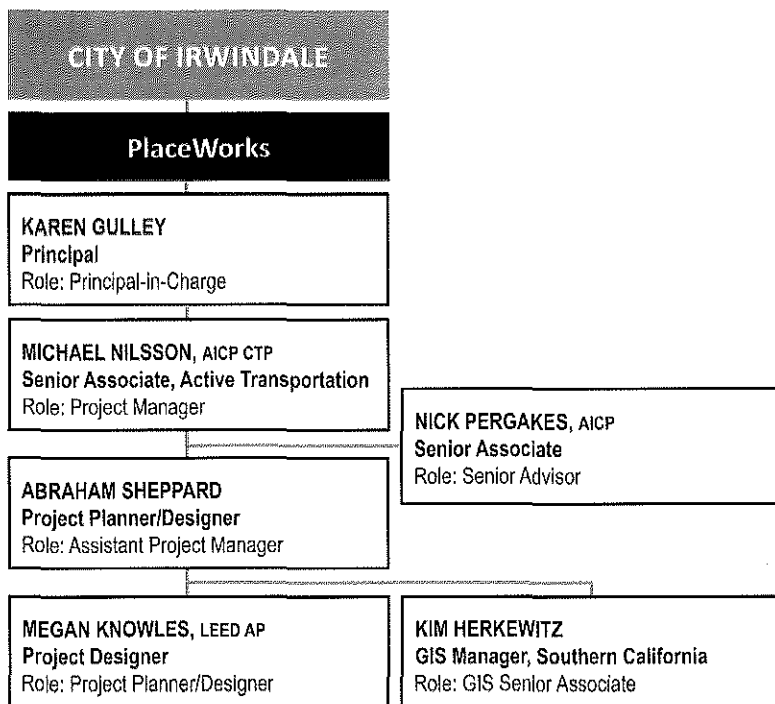
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PROJECT TEAM



Project Team

TEAM ORGANIZATION



KEY STAFF

Summarized below are the qualifications of each key staff member and their percentage participation in the project.

Name Title Percentage	Experience	Education
KAREN GULLEY Principal 15%	With 25 years of experience with all facets of community planning and design for private and public sector clients, Karen has strong capabilities in project management and intergovernmental coordination and is an expert at developing tailored solutions. She was Principal-in-Charge for the Irwindale Gold Line Station TOD Specific Plan and the City of Hope Campus Specific Plan. In addition, Karen leads PlaceWorks' Transportation practice and has been involved with numerous multimodal plans, including the WRCOG Nonmotorized Transportation Plan.	<ul style="list-style-type: none"> BA, Economics, University of California, Santa Cruz Coursework, Master's Program, Urban & Regional Planning, California State Polytechnic University, Pomona (all but thesis)

Project Team

Name Title Percentage	Experience	Education
MICHAEL NILSSON, AICP CTP Project Manager/Senior Associate 50%	Michael has 15 years of public- and private sector experience covering active transportation policy, urban/mobility planning and outreach, CEQA/NEPA environmental review, and project funding/ implementation. He understands how to link land use, environmental, and mobility policies to create high-quality sustainable environments. Michael has led numerous active transportation efforts, including plans for Los Gatos and Avenal, while at PlaceWorks. During his 7.5-year tenure as lead Mobility Planner at the City of Glendale, he produced multiple award-winning documents, successful grant applications, and policy implementation.	<ul style="list-style-type: none"> ▪ BS, Urban and Regional Planning, California State Polytechnic University, Pomona
NICK PERGAKES, AICP Senior Advisor/Senior Associate 20%	Nick is a community planner and urban designer specializing in the interrelated fields of placemaking, master planning, development regulations, and outreach and consensus building. He has a deep appreciation for the roles that government, the private sector, and citizens play in shaping communities. A Senior Advisor for this project, Nick has a strong understanding of mobility needs through his experience as Project Manager for the Irwindale Gold Line Station TOD Specific Plan, and he has experience working with the City of Irwindale as Project Manager for the City of Hope Campus Specific Plan.	<ul style="list-style-type: none"> ▪ MS, Urban Planning, University of Washington, Seattle ▪ BS, City and Regional Planning, Cal Poly San Luis Obispo ▪ Certificate of Achievement in Urban Design, University of Washington, Seattle
ABRAHAM SHEPPARD Assistant Project Manager/Project Planner 30%	Abe uses a multidisciplinary and collaborative approach to enhance communities through innovative, community-driven, place-specific planning and design. His public- and private-sector experience includes a variety of urban planning and design projects with emphases on active transportation and urban design—including guidelines on street design, first/last mile solutions, urban design toolkits, and bicycle plan implementation. Abe produced key policy and graphic content for the Avenal and Los Gatos active transportation plans and the Irwindale Gold Line Station TOD Specific Plan.	<ul style="list-style-type: none"> ▪ Master of City & Regional Planning, Cal Poly San Luis Obispo ▪ BA, Urban Studies, Brown University, Providence, RI ▪ BA, Architectural Studies, Brown University, Providence, RI
MEGAN KNOWLES Project Designer 25%	As a designer and planner, Megan's focus gravitates toward the pedestrian experience, connections to green space, inviting community spaces, safety considerations, and walkable neighborhoods. Her expertise in GIS, AutoCAD, Rhino, SketchUp, and the Adobe Creative Suite informs and communicates her designs. Megan's relevant experience includes graphic design for active transportation outreach and grant assistance tasks for the City of Long Beach as well as document design and illustration of active transportation recommendations for the Bellflower TOD Plan.	<ul style="list-style-type: none"> ▪ Master of City Planning, Urban Design, University of Pennsylvania, Philadelphia ▪ BS, Urban, Rural, and Environmental Planning, Brigham Young University ▪ Study abroad supervision, King's College, Cambridge, UK
KIM HERKEWITZ GIS Manager, Southern California 20%	Kim has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. As a designer, Kim's work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics.	<ul style="list-style-type: none"> ▪ BS, Geography, California State University, Long Beach

Full resumes for these staff follow.



KAREN GULLEY

Principal

Karen has a talent for strategy and innovative problem solving that has been honed by over 25 years of experience. Her skill with all facets of community planning and design for private and public sector clients expands the opportunities for creative solutions. As Principal, she has developed a solid practice in transit-oriented development (TOD), infill development, and corridor revitalization. She specializes in assisting local communities with evaluating the potential for transit-oriented development associated with Metrolink, BRT, and urban circulation. Her work ranges from vision plans to implementation strategies, each developed in a collaborative effort with city staff, transit agencies, and the public.

Karen also has extensive experience in specific plans, conceptual design studies, infill development strategies, general plans, military base reuse plans, and project implementation and entitlement. She has developed strong capabilities in inter-governmental coordination and project management. She regularly facilitates public meetings and workshops and is adept at establishing a rapport with her audience and communicating complex and often controversial issues clearly and accurately. She is an expert at developing tailored solutions in coding and design, project processing, negotiating conditions of approval, responding to political considerations, and handling communication between stakeholders.

HIGHLIGHTS OF EXPERIENCE

TRANSIT PLANNING/TRANSIT-ORIENTED DEVELOPMENT

- » Metro Green Line Extension | Norwalk CA
- » West Carson Specific Plan | County of Los Angeles CA
- » Irwindale TOD Specific Plan | Irwindale CA
- » Morena Boulevard TOD Specific Plan | San Diego CA
- » Bellflower Station TOD Specific Plan | Bellflower CA
- » Bellflower Station Design Study | Bellflower CA
- » Riverside Reconnects Streetcar Feasibility Study | Riverside CA
- » Fullerton College Connector Study | Fullerton CA
- » San Bernardino TOD Overlay | San Bernardino CA
- » Western Riverside BRT Route Planning and Station Area Studies | Western Riverside County CA
- » TOD: visioning, planning and design, and strategic implementation projects for the cities of Corona, Perris, Riverside, Hemet, San Bernardino, Temecula, March AFB, Montclair, Fontana, Brea, Fullerton, La Habra, Placentia, and Azusa as part of SCAG's Compass Blueprint Demonstration Program
- » WRCOG Non-Motorized Transportation Plan | Western Riverside County CA
- » North Orange County Cities Go Local Program | Orange County CA

CORRIDOR PLANNING

- » Beach Boulevard Specific Plan | Anaheim, CA
- » Harbor Boulevard Specific Plan | Santa Ana CA
- » Midtown Corridor Specific Plan | Long Beach CA
- » Katella and Los Alamitos Boulevard Corridor Plan | Los Alamitos CA
- » I-5 Freeway Expansion Analysis, I-5 Corridor Phase One, and Freeway Overlay Zone | Santa Fe Springs CA

EDUCATION

- » BA, Economics, University of California, Santa Cruz
- » Masters Program, Urban & Regional Planning, California State Polytechnic University, Pomona (all but thesis)
- » Certificate in "Planning for Effective Public Participation," International Association for Public Participation

AFFILIATIONS

- » American Planning Association
- » Urban Land Institute

Team member since 1991



PLACEWORKS



KAREN GULLEY

Principal

kgulley@placeworks.com

- » Corridor revitalization: planning and implementation projects for the cities of Glendora, Covina, Azusa, San Dimas, Irwindale, and Chino as part of SCAG's Compass Blueprint Demonstration Program
- » Arrow Highway Corridor, Multi-Jurisdictional Planning in Corridors | San Gabriel Valley CA

INFILL & REDEVELOPMENT

- » Brea Core Visioning and Specific Plan | Brea CA
- » CollegeTown Specific Plan | Fullerton CA
- » Crafton Hills College Village Plan | Yucaipa CA
- » Mixed Use Overlay Zones | Anaheim CA

URBAN PLANNING

- » Southeast Area Specific Plan | Long Beach CA
- » Advanced Technology Education Park (ATEP) Framework Plan | Tustin CA
- » Tustin Legacy Specific Plan Update | Tustin CA
- » Carson Vision Plan | Carson CA

COMPREHENSIVE PLANNING

- » WRCOG Economic Development and Sustainability Framework Plan | Western Riverside County CA
- » Rancho Cucamonga General Plan Update and EIR | Rancho Cucamonga CA
- » Economic Development Strategic Plan | San Bernardino County CA
- » Fontana General Plan Update & Zoning Code Consistency Program | Fontana CA

LARGE-SCALE LAND PLANNING

- » MCAS Tustin Reuse Plan/Specific Plan | Tustin CA
- » Harmony Specific Plan | Highland CA
- » DeAnza Special Study, Mission Bay | San Diego CA
- » Kennecott Master Plan | Salt Lake County UT

PLAN IMPLEMENTATION

- » WRCOG EXPERIENCE Feasibility Study | Western Riverside CA
- » Tustin Legacy Master Developer | Tustin and Irvine CA
- » Villages of Columbus Planning & Entitlements, MCAS Tustin | Tustin CA
- » Heritage Fields Development Plan Environmental Review | Irvine CA

SPEAKING

- » "Guiding Infill Development: What Planning Commissioners Need to Know" | OC Association of Planning Officials Forum, 2016
- » "Got a College? New Town/Gown/Industry Collaboration" | 2015 APACA State Conference; 2015 WRCOG Visioning Workshop
- » "Effective Elements of Corridor Planning" | APA San Diego Chapter, 2013
- » "Campus and Community Life Coming Together" | 2011 APACA State Conference

ARTICLES

- » "Repositioning Urban Corridors to Attract New Residential and Commercial Markets," Urban Land, 2010
- » "Sowing the Seeds of Regional Planning," Urban Land, 2007
- » "Reshaping the American Commercial Strip," Urban Design Group Journal, Winter 2003

AWARDS

- » 2015 Transportation Planning Award of Merit, APACA Orange Section | Fullerton College Connector (Streetcar) Study
- » 2013 Best of the Best Award, ULI Orange County/Inland Empire | WRCOG Sustainability Framework
- » 2009 Compass Blueprint Achievement Award in Prosperity, SCAG | Coachella's South East SOI Sustainability Project



MICHAEL NILSSON, AICP CTP

Senior Associate, Active Transportation

Michael Nilsson understands how to link land use, environmental, and mobility policies to create high-quality sustainable environments. His 15 years of public- and private-sector experience cover urban/mobility planning, policy, and outreach; CEQA/NEPA environmental review; and project funding/implementation. Working with regional and municipal government agencies, private developers, nonprofit organizations, and advocacy organizations, he has guided a diverse array of complex, innovative projects from vision to reality, including cap parks, pedestrian plans, and complete-/green-street projects. He has participated in the successful adoption of parking management plans, zoning ordinances, and transportation infrastructure projects, many of which have received awards from the American Planning Association, Southern California Association of Governments, and the Westside Urban Forum.

During his tenure as a mobility planner for the City of Glendale, Michael oversaw more than 30 miles of bicycle facilities and \$11 million of planning and infrastructure improvements to increase pedestrian and bicycle safety. He helped the community realize its vision for a vibrant, walkable downtown and transit-oriented development around the Metrolink/Amtrak station.

EDUCATION

- » BS, Urban and Regional Planning, California State Polytechnic University, Pomona

CERTIFICATIONS

- » AICP Certified Transportation Planner
- » American Institute of Certified Planners

AFFILIATIONS

- » American Planning Association

Team member since 2015

HIGHLIGHTS OF EXPERIENCE

TRANSPORTATION PLANNING

- » Mariners' Mile Corridor Revitalization Plan | Newport Beach CA
- » Active Transportation/Safe Routes to School Plan | Avenal CA
- » Regional Bicycle and Pedestrian Count Web Portal/Database Implementation Plan | San Francisco Bay Area CA
- » Bicycle and Pedestrian Master Plan | Los Gatos CA
- » Tejon Ranch Centennial Specific Plan | Gorman CA
- » Orange County Active Transportation Plan | Orange County CA
- » Countywide Trails Data Inventory | Los Angeles County CA

GRANT WRITING

- » US Department of Transportation's Smart City Challenge Grant for City of Long Beach
- » CA State Department of Parks' Youth Soccer Recreation Grant for City of South Gate | LA County Department of Public Health
- » CA State Department of Parks' Youth Soccer Recreation Grant for City of San Fernando | LA County Department of Public Health

ENVIRONMENTAL ANALYSIS

- » Morena Corridor Specific Plan | San Diego CA

PRIOR EXPERIENCE

BICYCLE, PEDESTRIAN, MOBILITY PLANNING

- » Citywide Safety Education Initiative | Glendale CA
- » Citywide Pedestrian Plan | Glendale CA
- » Harvard Street Green Streets Demonstration Project | Glendale CA





MICHAEL NILSSON

Senior Associate, Active Transportation
mnilsson@placeworks.com

- » Tropico Center TOD Plan | Glendale CA
- » Circulation Element: Complete Streets Update | Glendale CA
- » Safe and Healthy Streets Plan | Glendale CA

COMMUNITY PLANNING

- » South Glendale Community Plan | Glendale CA
- » North Glendale Community Plan | Glendale CA
- » Montebello Hills Specific Plan | Montebello CA
- » East Orange Master-Planned Community | Orange CA

POLICY PLANNING

- » South Brand Preferential Parking District Ordinance | Glendale CA
- » Space 134 Freeway Cap Park Vision Plan | Glendale CA
- » Citywide Environmental Graphics Manual | Glendale CA
- » Downtown Specific Plan Parking Standards Ordinance | Glendale CA
- » Downtown Specific Plan Transportation Demand Management Ordinance | Glendale CA
- » Hillside Zoning Ordinance | Brea CA
- » East Orange General Plan Amendment | Orange CA

ENVIRONMENTAL ANALYSIS

- » Bicycle Transportation Plan | Glendale CA
- » Glendale Beeline Maintenance Facility | Glendale CA
- » Glendale Clean Energy Compressed Natural Gas Fueling Facility | Glendale CA
- » South Glendale Community Plan and EIR | Glendale CA

SPEAKING ENGAGEMENTS

- » "Tailoring Ridesource Innovations to Connect the First and Last Mile in Your City" | 2016 APA California State Conference | Pasadena CA
- » "Complete Streets," 2015 California League of Cities Planning Commissioner Training Academy | Newport Beach CA
- » "Summer in the City," 2014 APA-LA Tour of Downtown Glendale | Glendale CA
- » "The ABC's of Cap Parks," 2014 APA National Planning Conference | Atlanta GA
- » "Biketopia in Autopia," 2012 Pro Walk Pro Bike Conference | Long Beach CA
- » "Parking and Livable Communities," 2010 Rail-volution Conference | Portland OR
- » "Right Sizing Parking," 2010 Rail-volution Conference | Portland OR

AWARDS

- » 2017 Project of the Year, American Public Works Association (APWA), Southern California Chapter | Glendale Harvard-Louise Green Streets
- » 2015 APA California, Award of Excellence, Implementation | Glendale Downtown Specific Plan/Mobility Study
- » 2015 APA-LA, Award of Excellence, Implementation | Glendale Downtown Specific Plan/ Mobility Study
- » 2014 APA-LA, Award of Merit, Urban Design | Glendale Space 134 Vision Plan
- » 2014 APA-LA, Award of Merit, Transportation | Glendale Safe & Healthy Streets Plan
- » 2014 APA-Los Angeles, Award of Merit, Public Outreach | South Glendale Community Plan
- » 2013 Westside Urban Forum, Honor, Master Planning | Space 134 Vision Plan
- » 2012 SCAG, Compass Blueprint President's Award for Excellence | Safe & Healthy Streets Plan
- » 2012 APA-LA, Award of Merit, Comprehensive Planning | North Glendale Community Plan



NICK PERGAKES, AICP

Senior Associate

Nick is a community planner and urban designer specializing in the interrelated fields of place making, master planning, development regulations, and outreach and consensus building. He has a deep appreciation for the roles that government, the private sector, and citizens play in shaping communities. Prior to rejoining PlaceWorks in 2015, Nick worked in the southeastern United States with design/engineering firms and the public sector. Nick has prepared and implemented specific plans, TOD/corridor plans, and zoning/form-based codes, and built transit projects. An experienced project manager, he has mastered management and leadership skills, enabling him to excel in decision making, planning, meeting management, delegation, and communications.

Nick presents regularly at conferences and workshops on placemaking, transit-oriented development, and form-based codes. His research on transit-oriented development has been published by the Transportation Research Board and the Washington State Department of Transportation.

HIGHLIGHTS OF EXPERIENCE

- » Temple City Zoning Code Update | Temple City CA
- » Bellflower Transit Station Conceptual Design | Bellflower CA
- » Temple City Crossroads Specific Plan | Temple City CA
- » Palmdale to Burbank Station Area Planning, California High Speed Rail | Southern California
- » Irwindale Gold Line Station TOD Specific Plan | Irwindale CA
- » West Athens-Westmont TOD Specific Plan | Los Angeles County CA
- » City of Hope Specific Plan | Duarte CA
- » The Preserve Town Center Plan | Chino Hills CA
- » Centennial Master Plan, Tejon Ranch | Los Angeles County CA
- » CenterLine Urban Rail Project | Orange County CA
- » Liberty Specific Plan and Design Guidelines | Lake Elsinore CA
- » MCAS El Toro Base Reuse Plan | Irvine CA
- » Newhall Ranch Communities Planning | Santa Clarita CA
- » Domenigoni Ranch Specific Plan | Winchester CA

PRIOR EXPERIENCE

TRANSIT-ORIENTED DEVELOPMENT

- » East Point Main Street Corridor TOD Plan | Atlanta GA
- » CATS South Corridor Infrastructure Plan | Charlotte NC
- » Griffith Lakes TOD Master Plan | Charlotte NC
- » Moorefield Green TOD | Loudoun County VA

TRANSIT/CORRIDOR PLANNING

- » Rethink Folly Road Complete Streets Corridor Study | Charleston SC
- » Riverland Drive Scenic Byway Corridor Management Plan | Charleston SC
- » Midtown Transit Enhancements | Charlotte NC
- » Rosa Parks Community Transit Center | Charlotte NC
- » Eastland Community Transit Center | Charlotte NC
- » Northcross Park and Ride | Huntersville NC
- » Highway 49/64 Bypass Study | North Carolina

EDUCATION

- » MS, Urban Planning, University of Washington, Seattle
- » BS, City and Regional Planning, Cal Poly San Luis Obispo
- » Certificate of Achievement in Urban Design, University of Washington, Seattle

AFFILIATIONS

- » American Planning Association
- » The Congress for the New Urbanism
- » Urban Land Institute

Team member since 2015



PLACEWORKS



NICK PERGAKES

Senior Associate

npergakes@placeworks.com

URBAN DESIGN AND MASTER PLANNING

- » Downtown Auburn Strategic Master Plan | Auburn GA
- » Neighborhood Revitalization Strategy Study | North Charleston SC
- » Area Character Appraisals for Elliottborough, Cannonborough, Old Windermere and Byrnes Downs | Charleston SC
- » Village of Flat Rock Strategic Growth Master Plan | Flat Rock NC
- » Santa Ana Urban Design Vision Plan | Santa Ana CA
- » Avenue of Flags/Highway 246 Streetscape Design Guidelines | Buellton CA
- » Tanner Properties Master Plan | Rutherfordton NC
- » Fairington Village | Charlotte NC
- » Wuxi Lake Front Conceptual Master Plan | Wuxi PRC
- » Central Area Planning/City Design | Foshan PRC
- » Colony Square Town Center Plan | Atascadero CA
- » California Polytechnic State University Master Plan | San Luis Obispo CA
- » Agoura Village Town Center Plan | Agoura Hills CA
- » Dove Creek Master Development Plan | Atascadero CA

ZONING AND FORM-BASED CODES

- » AICUZ Overlay Zoning Ordinance for Joint Base Charleston | North Charleston NC
- » Dekalb County Zoning Update | Atlanta GA
- » College Hill Corridor Zoning Update and Design Guidelines | Macon GA
- » Zoning Code Update | Lilburn GA
- » Unified Development Ordinance and Design Guidelines | Conway SC
- » Zoning Code Update and Town Center Form Based Code | Oxford GA
- » Zoning Code Partial Update | North Charleston NC
- » Downtown Graysville Form-Based Code | Graysville AL

PUBLICATIONS

- » Kavage, Mabry, Moudon, and Pergakes, "Transportation-Efficient Land Use Regulations and Their Application in the Puget Sound Region, Washington," Transportation Research Board Report (05-1902).
- » Moudon, Cail, Pergakes, Forsyth, and Lillard, *Strategies and Tools to Implement Transportation-Efficient Development: A Reference Manual*, Washington State Department of Transportation, 2003.
- » Moudon, Hess, Matlick, and Pergakes, "Pedestrian Location Identification Tools: Identifying Suburban Areas with Potentially High Latent Demand for Pedestrian Travel," Transportation Research Board Report (02-3748).

SPEAKING ENGAGEMENTS

- » "Think Outside the Parking Lot: High Speed Rail's Sustainable Access Plan" | 2016 California American Planning Association Conference | Pasadena, CA
- » "Form-Based Codes for Established Neighborhood and Commercial Districts" | 2010 Georgia Downtown Conference | Augusta, GA
- » "Innovative Approaches to Local Preservation Planning" | 2010 South Carolina Preservation Conference | Georgetown, SC
- » "Zoning for Place: Form-Based Codes for Small Towns and Historic Neighborhoods" | 2010 Regional Planning Commission of Greater Birmingham Annual Meeting | Birmingham, AL

AWARDS

- » 2015 NADO Innovation Award, National Association of Development Organizations | Study to Assess and Mitigate Maritime Traffic and Military Activities along the Cooper River and Charleston Harbor, Charleston, SC
- » 2011 Implementation Award, Georgia Planning Association | Downtown Auburn Strategic Implementation Plan
- » 2003 Award of Merit, APACA Orange County Section | Downtown Santa Ana Vision Plan



ABRAHAM SHEPPARD

Project Planner/Designer

Abraham Sheppard takes a multidisciplinary, collaborative approach to enhancing communities through innovative, community-driven and place-specific planning and design. His public- and private-sector experience includes a variety of urban planning and design projects with emphases on active transportation and urban design, including community urban design projects, long-range municipal policy plans, urban design toolkits, and bicycle plan implementation. He embraces community-driven planning and design, using interactive and collaborative charrettes, workshops, and forums to foster healthy collaboration among community members, municipal agencies, and other stakeholders.

HIGHLIGHTS OF EXPERIENCE

- » Mariners' Mile Revitalization Master Plan | Newport Beach CA
- » Non-motorized Transportation Plan | Avenal CA
- » Bicycle and Pedestrian Master Plan | Los Gatos CA

PRIOR EXPERIENCE

- » Mobility Plan 2035 | Los Angeles CA
- » Complete Streets Design Guide | Los Angeles CA
- » Metro Active Transportation Strategic Plan | Los Angeles County CA
- » Bicycle Master Plan | Santa Barbara CA
- » Metro Urban Greening and Placemaking Toolkit | Los Angeles County CA
- » Metro Transit Oriented Development Toolkit | Los Angeles County CA
- » Los Angeles Streetcar Preliminary Engineering | Los Angeles CA
- » Space 134 Freeway Cap Park | Glendale CA
- » Terminal Island Decommissioning Project | Long Beach CA
- » West Long Beach Livability Plan | Long Beach CA
- » Historic Resource Design Guidelines | Santa Barbara CA

AWARDS

- » 2016 Transportation Planning Award, APACA Los Angeles | Mobility Plan 2035
- » 2016 Urban Design Award, APACA Los Angeles | Terminal Island Freeway Transition Plan
- » 2016 Neighborhood Planning Award of Merit, APACA Los Angeles | West Long Beach Livability Implementation Plan

EDUCATION

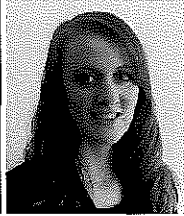
- » Master of City & Regional Planning, Cal Poly San Luis Obispo
- » BA, Urban Studies, Brown University, Providence, Rhode Island
- » BA, Architectural Studies, Brown University, Providence, Rhode Island

AFFILIATIONS

- » American Planning Association

Team member since 2016

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MEGAN KNOWLES, LEED AP BD+C

Project Designer

Megan's six years of experience in urban design and community development have been primarily focused on downtown site plans, neighborhood plans, station area plans, transit-oriented design, multimodal street design, connections to green space, landscape design, and design guidelines. She values inclusive planning and considers the needs of the community and under-represented populations when designing. Her focus on creative outreach has helped build trust and community support for projects and has been effective in bringing a wide range of voices to the table. She has the ability to think creatively and envision change while keeping projects grounded with achievable benchmarks and implementable policy goals.

Megan has differentiated herself with her hand-drawing abilities as well as her technical skills. Her technical expertise includes 3D modeling in Rhino, SketchUp, Lumion, and 3DS Max as well as AutoCAD, GIS, Adobe Creative Suite, graphic design and web design. Megan excels at communicating complex information and policy ideas graphically. She has assisted in the development of the PlaceWorks Tech Lab, and continues to pioneer ways new technology can improve old processes from community outreach approaches to the web-publication of planning documents.

Before joining PlaceWorks, Megan worked for The Reinvestment Fund, researching and guiding policy issues that brought investment to low-income neighborhoods. Megan has worked on a range of domestic and international projects, including her work with post-Olympic planning in Rio de Janeiro and infrastructure reuse in Georgetown, Washington D.C. She has also been a GIS technician and has experience with web mapping and enterprise database systems.

HIGHLIGHTS OF EXPERIENCE

- » California High Speed Rail Project: Palmdale to Burbank Segment | Palmdale CA | Burbank CA
- » Westminster General Plan | Westminster CA
- » Livermore Downtown Visioning & Site Planning | Livermore CA
- » SCAG 2016 RTP/SCS | Content Authoring and Web/Print Publishing Solution
- » Temple City General Plan Update and EIR | Temple City CA
- » Tustin Revisioning Specific Plan Update | Tustin CA
- » Crafton Hills College Village Sustainable Communities Strategy | Yucaipa CA
- » Yucaipa General Plan and EIR | Yucaipa CA
- » Tesoro Viejo Master Plan
- » Savi Ranch Land Use & Mobility Vision Plan | Yorba Linda CA
- » Harmony Master Plan | Highland CA
- » South Bay Galleria Visioning | Redondo Beach CA
- » La Mesa Downtown Specific Plan and EIR | La Mesa CA
- » Valley Boulevard Corridor Project Specific Plan | San Bernardino County CA
- » Shaw Avenue Corridor Specific Plan | Clovis CA

EDUCATION

- » MA, City Planning, University of Pennsylvania
- » BS, Urban, Rural & Environmental Planning, Brigham Young University

CERTIFICATIONS

- » Leadership in Energy and Environmental Design (LEED®) Accredited Professional Building Design+Construction, US Green Building Council

AFFILIATIONS

- » American Planning Association
- » Urban Land Institute

Team member since 2014



PLACEWORKS



MEGAN KNOWLES

Project Designer

mknowles@placeworks.com

SPEAKING ENGAGEMENTS

- » "A Planner's Role in Strengthening the Creative Economy," American Planning Association (APA) California Conference, 2016
- » "Technology for Planners," American Planning Association (APA) California Conference, 2016
- » ULI Orange County/Inland Empire District Council | Young Leaders Pro Bono Technical Assistance Panel
- » "GIS Model for Extraction of Ground Reflectance to Guide Soil Sampling," Utah Geographic Information Council (UGIC) Conference, 2009

AWARDS

- » 2017 Award of Excellence for Comprehensive Plan, Small Jurisdiction, California APA, Orange County Section
- » 2016 Innovation in Green Community Planning Award, California APA, Central Section | Madera County, CA



KIM HERKEWITZ

GIS Manager, Southern California

As GIS Manager, Kim participates in nearly every PlaceWorks project. She has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

Kim's design work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics. She has worked on site and grading plans, illustrative and land use plans, 3D visualization and modeling, web design, and various types of presentations. She is proficient with CAD, SketchUp, Google Earth, Photoshop, InDesign, Illustrator, Dreamweaver, and Flash.

EDUCATION

» BS, Geography, California State University, Long Beach

Team member since 2006

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING

- » La Mesa Downtown Village Specific Plan | La Mesa CA
- » Rialto Airport Land Use Study | Rialto CA
- » Mammoth Crossings Planning Study and Specific Plan | Mammoth Lakes CA
- » Palm Springs General Plan Update and Downtown Urban Design Program | Palm Springs CA
- » Shafter-Lerdo Specific Plan | Bakersfield CA
- » Winchester Crossroads Specific Plan | Riverside County CA
- » Ferber Ranch Field Investigation | Orange County CA
- » Rio Bravo Ranch Site Plan Review | Bakersfield CA
- » Greenspot Village and Marketplace Specific Plan EIR | Highland CA
- » Hemet Stock Farm Specific Plan | Hemet CA

PROJECT BRANDING AND CREATIVE MEDIA

- » The Arboretum Specific Plan Project Branding and Graphics Package | Fontana CA
- » Artesia Corridor Specific Plan, Project Branding | Gardena CA
- » SCAG 2% Compass Blueprint Strategy Implementation Demonstration Projects: 3D Modeling and Visualization | Southern California

GRAPHIC DESIGN AND PACKAGING

- » Clovis General Plan Update and EIR | Clovis CA
- » El Monte General Plan / Development Code Update Graphics Package | El Monte CA
- » Centennial Specific Plan Graphics Package, Tejon Ranch | Los Angeles County CA
- » The Meadows at Cummings Valley Master Plan Graphics Package | Tehachapi CA
- » Renaissance Rialto Specific Plan Graphics Package | Rialto CA
- » Valley Trails Specific Plan Graphics Package | Fontana CA
- » Santa Ana General Plan Housing Element Update Graphics Package | Santa Ana CA
- » University Heights Specific Plan / Annexation Graphics Package | San Marcos CA

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REFERENCES



References

Client Name	Contact
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS <ul style="list-style-type: none"> WRCOG Nonmotorized Transportation Plan 	Jennifer Ward Director of Government Relations Western Riverside Council of Governments 951.405.6750 jward@wrcog.cog.us
TOWN OF LOS GATOS <ul style="list-style-type: none"> Los Gatos Bicycle and Pedestrian Master Plan 	Bob Kass Former Special Projects Manager, Town of Los Gatos Parks & Public Works Department 408.425.4707 rmkass1@gmail.com
CITY OF AVENAL <ul style="list-style-type: none"> Active Transportation and Safe Routes to School Plan 	Fernando Santillan Director, Community and Economic Development City of Avenal 559.386.5782 fsantillan@cityofavenal.com
CITY OF GLENDALE <ul style="list-style-type: none"> Downtown Mobility Study Implementation Safe and Healthy Streets Plan Glendale Bicycle Transportation Plan Harvard-Louise Green Streets 	Alan Loomis City Urban Designer, City of Santa Monica (former City of Glendale Deputy Director of Urban Design & Mobility) 310. 458.8341 alan.loomis@ smgov.net
CITY OF DUARTE <ul style="list-style-type: none"> City of Hope Specific Plan and EIR 	Jason Golding Planning Manager City of Duarte 626.357.7931 x231 goldingj@accessduarte.com
CITY OF LOS ANGELES <ul style="list-style-type: none"> Complete Street Design Guidelines 	Claire Bowin Senior City Planner 200 N. Spring Street, Los Angeles, CA 90012 213.978.1213 claire.bowin@lacity.org

References

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SCHEDULE



Schedule

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing active transportation plans, we have developed a variety of tools to keep projects on schedule and ensure that staff is well informed at all times:

- We maintain an up-to-date schedule throughout the project to ensure that all team members are aware of upcoming meetings and product due dates.
- We maintain staff commitments throughout the process and work closely and proactively with staff and other project managers to manage workload to meet the project schedule.
- We stay in close, regular contact with staff and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff with adequate time for editing and formatting into finished reports.

Our proposed schedule is provided on the following page.

Irwindale Citywide Non-motorized Active Transportation Plan & Design Guidelines

46 CITY OF IRWINDALE | PROPOSAL: CITYWIDE NON-MOTORIZED ACTIVE TRANSPORTATION PLAN AND DESIGN GUIDELINES

BUDGET



Budget

As instructed in the RFP, the line item budget on the following page has been provided in the format requested. The total project cost is not to exceed \$145,000 and is valid for 90 days, with the cover letter of this proposal of services providing a signed statement to this effect. In addition to the detailed budget, we have also provided our standard fee schedule below.

STANDARD FEE SCHEDULE

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$205-\$310
Associate Principal	\$185-\$225
Senior Associate/Senior Scientist	\$155-\$195
Associate/Scientist	\$120-\$165
Project Planner/Project Scientist	\$100-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$140
Clerical/Word Processing	\$45-\$125
Intern	\$60-\$85
Subconsultants are billed at cost plus 10%.	
Mileage reimbursement rate is the standard IRS-approved rate.	

COST PROPOSAL

Irwindale Non-Motorized Active Transportation Plan and Design Guidelines

Task	Description	PLACEWORKS								PlaceWorks Hours	PlaceWorks Labor Total	Total Task Budget
		GULLEY	NILSSON	PERGAKES	SHEPPARD	KNOWLES	HERKEWITZ	SENIOR EDITOR	WP/CLERICAL			
	Hourly Rates	Principal-in-Charge	Project Manager	Senior Advisor	Assistant Project Manager	Project Planner/Designer	GIS Manager					
		\$215	\$175	\$190	\$115	\$115	\$150	\$110	\$85			
TASK 1. PROJECT MANAGEMENT AND COORDINATION												
1.1	Kickoff Meeting	3	6	3	6	3				21	\$3,300	\$3,366
1.2	Field Tour	3	6	3	6	3				21	\$3,300	\$3,366
1.3	Project Coordination	6	22		11					39	\$6,405	\$6,533
	Task 1, Subtotal	12	34	6	23	6	0	0	0	81	\$13,005	\$13,265
TASK 2. STAKEHOLDER ENGAGEMENT AND COMMUNICATIONS												
2.1	Public Outreach Strategy	2	12	2	8					24	\$3,830	\$3,907
2.2	Stakeholder Interviews/Focus Groups	4	24	3	24					55	\$8,390	\$8,558
2.3	Project Webpage and Survey	4	12		12	36	12			76	\$10,280	\$10,486
2.4	Community Information (Pop-Up) Event and Input Summary	4	12	8	12	12	12			60	\$9,040	\$9,221
2.5	Community Meeting	4	12	4	8	4				32	\$5,100	\$5,202
	Task 2, Subtotal	18	72	17	64	52	24	0	0	247	\$36,640	\$37,373
TASK 3. TECHNICAL REPORTS												
3.1	Review of Existing Transportation Analyses, Policies and Maps	4	12	8	12		10			46	\$7,360	\$7,507
3.2	Walk and Bicycle Audits	4	16		16	18				54	\$7,570	\$7,721
3.3	Collection of Bicycle and Pedestrian Counts	4	16		16		10			46	\$7,000	\$7,140
3.4	Collision Analysis	2	12		12					26	\$3,910	\$3,988
3.5	Project/Program Recommendations and Network Map	8	40	6	32	12	16			114	\$17,320	\$17,666
3.6	Design Guidelines	4	12		24	12				52	\$7,100	\$7,242
3.7	Funding and Implementation Analysis	4	16		12					32	\$5,040	\$5,141
	Task 3, Subtotal	30	124	14	124	42	36	0	0	370	\$55,300	\$56,406
TASK 4. NON-MOTORIZED ACTIVE TRANSPORTATION PLAN AND DESIGN GUIDELINES												
4.1	Administrative Draft	6	36	8	24	20	12	6	6	118	\$17,140	\$17,483
4.2	Public Review Draft and Planning Commission Presentation	4	20	4	16	4		3	3	54	\$8,005	\$8,165
4.3	Final Plan and City Council Presentation	4	16	4	16	4		3	3	50	\$7,305	\$7,451
	Task 4, Subtotal	14	72	16	56	28	12	12	12	222	\$32,450	\$33,099
	Labor Hours Total	74	302	53	267	128	72	12	12	920	\$137,395	\$140,143
	Labor Dollars Total	\$15,910	\$52,850	\$10,070	\$30,705	\$14,720	\$10,800	\$1,320	\$1,020			
	PlaceWorks Percent of Total Labor	8.0%	32.8%	5.8%	29.0%	13.9%	7.8%	1.3%	1.3%			
PlaceWorks Reimbursable Expenses												\$4,857
REIMBURSABLE EXPENSES TOTAL												\$4,857
2% of Labor for Office Expenses												\$2,748
GRAND TOTAL												\$145,000

IRVINDALE

2 Southbound to
East Los Angeles

2 Northbound to
East Los Angeles



PLACEWORKS.COM

ATTACHMENT "A-2"

COST PROPOSAL

Irwindale Non-Motorized Active Transportation Plan and Design Guidelines

Task	Description	PLACEWORKS								PlaceWorks Hours	PlaceWorks Labor Total	Total Task Budget
		GILLEY Principal-In-Charge	NILSSON Project Manager	PERGAKES Senior Advisor	SHEPPARD Assistant Project Manager	KNOWLES Project Planner/Designer	HERKEWITZ GIS Manager	SENIOR EDITOR	WPI CLERICAL			
	Hourly Rate:	\$215	\$175	\$190	\$115	\$115	\$150	\$110	\$85			
TASK 1: PROJECT MANAGEMENT AND COORDINATION												
1.1	Kickoff Meeting	3	6	3	6	3				21	\$3,300	\$3,366
1.2	Field Tour	3	6	3	6	3				21	\$3,300	\$3,366
1.3	Project Coordination	6	22		11					39	\$6,405	\$6,533
	Task 1. Subtotal	12	34	6	23	6	0	0	0	81	\$13,005	\$13,265
TASK 2: STAKEHOLDER ENGAGEMENT AND COMMUNICATIONS												
2.1	Public Outreach Strategy	2	12	2	8					24	\$3,830	\$3,987
2.2	Stakeholder Interviews/Focus Groups	4	24	3	24					55	\$8,390	\$8,558
2.3	Project Webpage and Survey	4	12		12	36	12			76	\$10,280	\$10,486
2.4	Community Information (Pop-Up) Event and Input Summary	4	12	8	12	12	12			60	\$9,040	\$9,221
2.5	Community Meeting	4	12	4	8	4				32	\$5,100	\$5,202
	Task 2. Subtotal	18	72	17	64	52	24	0	0	247	\$36,640	\$37,373
TASK 3: TECHNICAL REPORTS												
3.1	Review of Existing Transportation Analyses, Policies and Maps	4	12	8	12		10			46	\$7,360	\$7,507
3.2	Walk and Bicycle Audits	4	16		16	16				54	\$7,570	\$7,721
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3.4	Collision Analysis	2	12		12					26	\$3,910	\$3,988
3.5	Project/Program Recommendations and Network Map	8	40	6	32	12	16			114	\$17,320	\$17,666
3.6	Design Guidelines	4	12		24	12				52	\$7,100	\$7,242
3.7	Funding and Implementation Analysis	4	16		12					32	\$5,040	\$5,141
	Task 3. Subtotal	30	124	14	124	42	36	0	0	370	\$55,300	\$56,406
TASK 4: NON-MOTORIZED ACTIVE TRANSPORTATION PLAN AND DESIGN GUIDELINES												
4.1	Administrative Draft	6	36	8	24	20	12	6	6	118	\$17,140	\$17,483
4.2	Public Review Draft and Planning Commission Presentation	4	20	4	16	4		3	3	54	\$8,005	\$8,185
4.3	Final Plan and City Council Presentation	4	16	4	16	4		3	3	50	\$7,305	\$7,451
	Task 4. Subtotal	14	72	16	56	28	12	12	12	222	\$32,450	\$33,099
	Labor Hours Total	74	302	53	267	128	72	12	12	920	\$137,395	\$140,143
	Labor Dollars Total	\$15,910	\$52,850	\$10,070	\$30,705	\$14,720	\$10,800	\$1,320	\$1,020			
	PlaceWorks Percent of Total Labor	8.0%	32.8%	5.6%	29.0%	13.9%	7.8%	1.3%	1.3%			
PlaceWorks Reimbursable Expenses												\$4,857
REIMBURSABLE EXPENSES TOTAL												\$4,857
2% of Labor for Office Expenses												\$2,748
GRAND TOTAL												\$145,000

ATTACHMENT "B"

RESOLUTION NO. 2018-15-3009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$154,000 TO THE SPECIAL STATE FUND 35 TO BE FULLY REIMBURSED FOR THE ACTIVE TRANSPORTATION PROGRAM CYCLE 2 GRANT TO PREPARE A CITYWIDE NON- MOTORIZED ACTIVE TRANSPORTATION PLAN & DESIGN GUIDELINES

WHEREAS, in June of 2015, the Community Development Department applied for a grant from the California Department of Transportation to create a Citywide Non-Motorized Active Transportation Plan & Design Guidelines; and

WHEREAS, in February of 2016, the City of Irwindale was awarded a \$154,000 state grant for a non-infrastructure study of a Citywide Non-Motorized Active Transportation Plan & Design Guidelines; and

WHEREAS, the project is intended to identify the need for non-motorized transportation options within the City and will design guidelines for implementation in an active transportation plan; and

WHEREAS, on September 27, 2017, the Irwindale City Council authorized the submission of Master Agreement No. 00517S and Program Supplement Agreement No. Q03 to begin the project and allow for reimbursement; and

WHEREAS, an expenditure appropriation of \$154,000 is required to pay for the Consultant, and includes a maximum 5% of the grant dedicated to grant management and oversight by City staff, but is 100% reimbursable by the grant and will not exceed \$154,000; and

WHEREAS, a revenue appropriation will also be required for reimbursement from the California 2015 Active Transportation Program Cycle 2 Grant.

NOW, THEREFORE, the City council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The amount of \$154,000 is hereby appropriated to pay for the preparation of the Citywide Non-Motorized Active Transportation Plan & Design Guidelines. The City Council also approves the increase in budgeted revenues from the California Department of Transportation to pay for the aforementioned Citywide Non-Motorized Active Transportation Plan & Design Guidelines.

SECTION 2. City staff shall submit quarterly reimbursement requests based on the Consultant's invoices pursuant to the California Department of Transportation Administering Agency-State Agreement For State Funded Projects No. 00517S.

SECTION 3. The Chief Deputy City Clerk shall attest to the adoption of this resolution,

which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 28th day of February 2018.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, CMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2018-15-3009 was adopted at a regular meeting of the City Council of the City of Irwindale held on the 28th day of February 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

FEB 28 2018

Date: February 28, 2018
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Abbreviated Source Vulnerability Assessment Report for the City's Various Water Supply Sources

City Manager's Recommendation:

That the City Council receive and file the Abbreviated Source Vulnerability Assessment Report for the city's various water supply sources.

Background and Analysis:

In April 2017, the City Council directed staff to obtain water quality data/reports from various water companies that service the city and to review such data/reports to determine if the water is contaminated.

In late June, the City awarded a contract to Apex Companies, LLC to conduct an Abbreviated Source Vulnerability Assessment for the city's various water supply sources.

Apex Companies, LLC has been working for the City since 2007, and is responsible for the environmental testing and monitoring of the soil fill placed at the city-owned Manning Pit. The Apex *Abbreviated Source Vulnerability Assessment* report evaluates Irwindale's six principal water purveyors, which include (1) Valley County Water District; (2) Azusa Light & Water; (3) Golden State Water Company – S. Arcadia Water System; (4) San Gabriel Valley Water Company; (5) Cal American Water Company – Duarte Service Area, and (6) the City of Monrovia Water Division. The study also addresses eleven operational categories pertinent to water supply systems, including the following three of which directly concern water quality:

1. Primary Water Source
2. (Water) Quality Vulnerabilities
3. MCL Compliance

The report expresses strong confidence in the quality of water supplied by each provider and reports continuous MCL compliance over the last ten years. In addition, the report summarizes the following water supply reserves and contingencies:

- Secondary/Backup Water Source
- Future Supply Protection
- Groundwater Basin Storage
- System Reservoir Storage

Further, this report identifies operational system infrastructure for each water company as outlined below:

- Water Shortage Contingency Planning
- Emergency Interconnection with Adjacent Water Providers
- Cross Connection Control Requirements
- Infrastructure Improvement Projects

Based on APEX's assessment, there are no deficiencies noted in these categories. The report states Irwindale's water supply is drawn from locations in the Main San Gabriel Basin, which are largely up-gradient of known contaminant sources, closely monitored, and treated in high-capacity multiphase treatment facilities. The report appears comprehensive and suitable for the intended purpose of providing a summary overview of current facilities and practices related to Irwindale's water supply and quality. However, it is staffs' recommendation that a further in depth data collection should be completed for the following areas to further analyze and address public health and safety concerns related to water contamination:

- Primary Water Supply
- Water Quality Vulnerabilities
- MCL Compliance

Fiscal Impact:

There is no fiscal impact to filing and receiving this report.

Review:


Fiscal Impact: Electronically Approved by Finance Director (Initial of CFO)

Legal Impact: Electronically Approved by City Attorney (Initial of Legal Counsel)

Prepared By: Elizabeth Rodriguez, Senior Management Analyst

Contact Person: William K. Tam, City Manager

Phone: (626) 430-2217



William K. Tam, City Manager

Attachment(s): Apex Companies Abbreviated Source Vulnerability Assessment for the City of Irwindale Report



February 1, 2018

Via E-Mail: wtam@ci.irwindale.ca.us

Mr. William Tam, P.E.
Director of Public Works / City Engineer
City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706

**Subject: Abbreviated Source Vulnerability Assessment
 City of Irwindale, California**

Dear Mr. Tam:

Apex Companies, LLC (Apex) is pleased to provide the City of Irwindale with this Abbreviated Source Vulnerability Assessment (SVA) for the City's various water supply sources. This SVA has been compiled and evaluated relative to regional and local water quality objectives. The focus of this review is on *Valley County Water District, Azusa Light & Water, Golden State Water Company – S. Arcadia Water System, San Gabriel Valley Water Company, Cal American Water Company – Duarte Service Area, and the City of Monrovia Water Division*. All six of these water service providers service different portions of the City of Irwindale and draw groundwater from the Main San Gabriel Basin as their primary source.

Upon review of each water provider's most recent Consumer Confidence Reports (CCRs), 2015 Urban Water Management Plans (UWMPs), and cross-checking information with the United States Environmental Protection Agency (USEPA) Safe Drinking Water Information System (SDWIS) and Enforcement and Compliance History Online database (ECHO), Apex has strong confidence in the quality of water that each provider supplies.

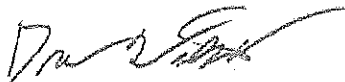
The following categories and their associated elements were considered when reviewing each water provider's vulnerabilities:

- Primary Water Source
- Secondary/Back-up Water Source(s)
- Future Supply Projection
- Water Shortage Contingency Planning
- Emergency Interconnection with Adjacent Water Providers
- Cross-Connection Control Requirements
- Groundwater Basin Storage
- System Reservoir Storage
- Quality Vulnerabilities
- MCL Compliance
- Infrastructure Improvement Projects

The attached table and figures provide details related to the City of Irwindale's water service providers with a focus on the Main San Gabriel Basin as their primary source. Although the Main San Gabriel Basin does contain some pockets of polluted groundwater, many of the wells from which the service providers source their water draw from the forebasin region of the Main San Gabriel Basin, which is largely up gradient of potential contamination sources. Wells located in closer proximity to contamination plumes are closely monitored and thoroughly treated at robust, high-capacity multiphase treatment facilities.

The attached table is dynamic and includes active hyperlinks to on-line resources where information was obtained for this Abbreviated SVA Report. Should you have questions, comments, or require any additional information regarding this document, please contact me at jim.evensen@apexc.com or (805) 373-9063, x1709.

Respectfully submitted,
Apex Companies, LLC



Drew Williams
Staff Geologist



James M. Evensen, Jr., MS., PG, CHG
Principal Hydrogeologist

ATTACHMENTS:

- 2017 Abbreviated Source Vulnerability Assessment Table – City of Irwindale
- City of Irwindale – Domestic Water Boundary Map
- Simulated 2015-16 Basin Groundwater Contours – Main San Gabriel Basin Watermaster
- Simulated 2019-20 Basin Groundwater Contours – Main San Gabriel Basin Watermaster
- County of Los Angeles Department of Public Works Spreading Ground Facilities Map



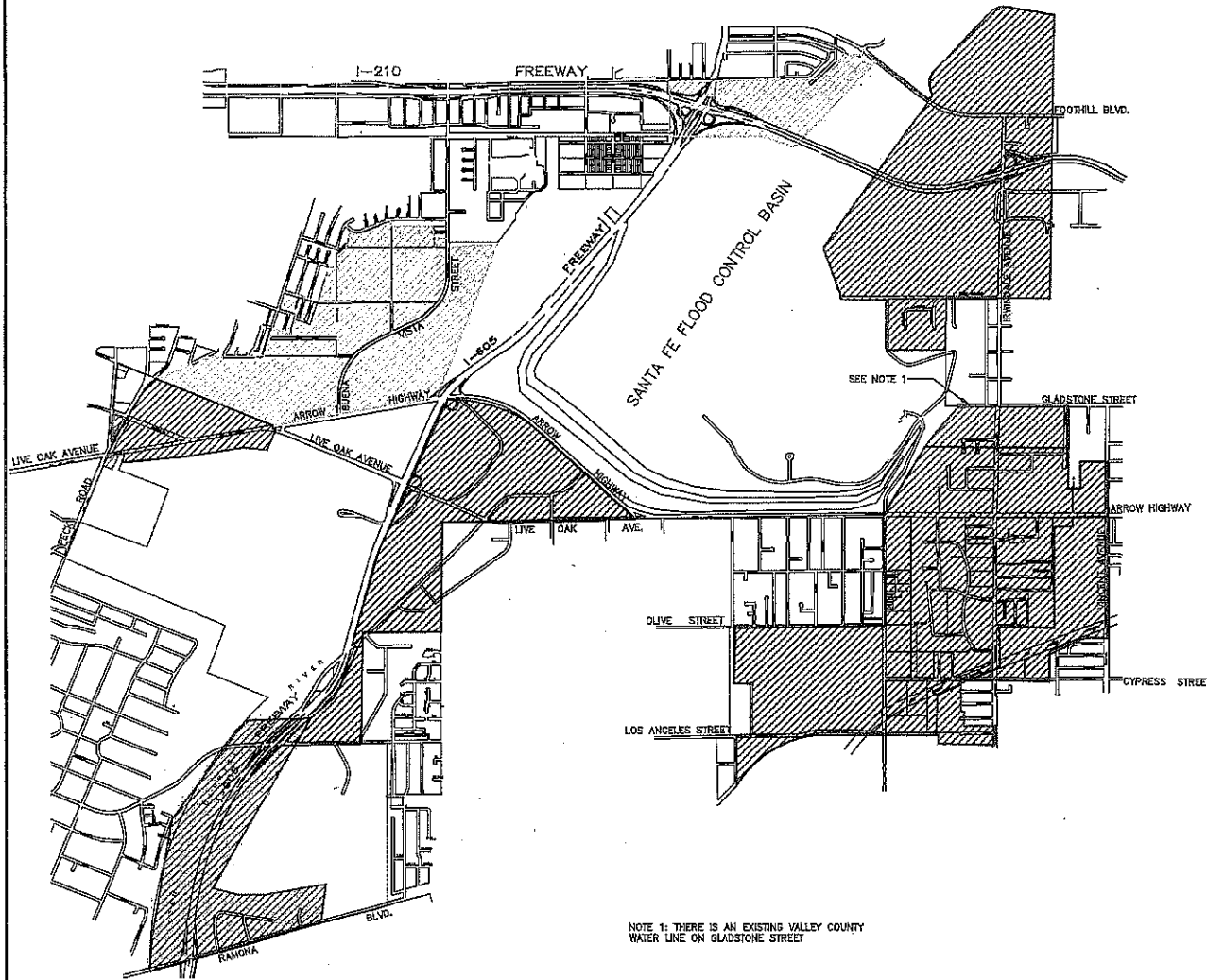
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2017 Abbreviated Source Vulnerability Assessment Table - City of Irwindale







DRAFT - FOR DISCUSSION PURPOSES ONLY (2017-10-02)

Public San Gabriel Valley Basin Description and Use	Provider	City/County/State/Local Agency	Groundwater Basin District	System Name and Capacity	Treatment Facilities	Quality Vulnerability	WCL Compliance	Infrastructure Improvement	CDL Link	Water Use	Provider
<p>The Main San Gabriel Basin occupies most of the San Gabriel Valley (107,000 acres) and is the primary source of water for all six major City of Irwindale service providers (listed to the right). The Basin is bounded on the north by the San Gabriel Mountains, on the east by the San Jose Hills, on the south by the Puente Hills, and the Raymond fault to the west. One foot of groundwater elevation change at the Baldwin Park Key Well is equivalent to about 8,000 acre-feet in storage. See Appendix 3 of the Watermaster 2015-2026 Annual Report for more details (link below).</p> <p>Under the Sustainable Groundwater Management Act of 2014 (SGMA), the Main San Gabriel Basin is exempted from the requirements to form a Groundwater Sustainability Agency since it is an adjudicated basin. The Main San Gabriel Basin Watermaster is the agency charged with administering adjudicated water rights and controlling the withdrawal and replenishment of groundwater in the basin. The Watermaster sets the Operating Safe Yield (OSY) for the basin annually - a percentage of which is adjudicated to each provider. In the wake of the most recent drought, Watermaster established a Water Resource Development Assessment (WRDA) to establish a fund for the import of untreated water from the Metropolitan Water District (MWD) as a back-up supply for the Basin during future short-term statewide shortages. See Watermaster site for additional details (link below).</p> <p>The Basin also happens to be one of the most contaminated in the nation with four Superfund sites. The Main San Gabriel Basin Water Quality Authority is charged with the development, financing, and implementation of groundwater treatment programs in the Basin. Hundreds of millions of dollars have been put toward facilities to aid in the clean-up of the Baldwin Park Operable Unit (BPOU), and those facilities have operated for over 10</p>	<p>Valley County Water District (VCWD)</p>	<p>RECD, VCWD Ordinance 22, Adopted on July 21, 2002</p>	<p>VCWD operates within 3,033,774 of the Main San Gabriel Basin's annual Operating Safe Yield. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>VCWD maintains 6 storage reservoirs with a total capacity of 10 million gallons.</p>	<p>The Basin's water treatment plant currently has 12 million gallons per day (MGD) of capacity. The San Gabriel River watershed.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: Valley County Water District (VCWD) has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>Plans for the installation of a new supply well and a replacement well were presented in the May 2014 Water Master Plan Update and are planned for implementation within 10 years.</p>	<p>CDL</p>	<p>VCWD</p>	<p>VCWD</p>
	<p>Alameda County Water (ALWD)</p>	<p>RECD, ALWD Rules & Regulations, Rule No. 30</p>	<p>ALWD works with 500,000 MGD of water in the Main San Gabriel Basin. ALWD is allowed to draw a maximum of 10,000 AF as a part of its annual allocation. ALWD is in agreement with the Main Basin Watermaster for future use.</p>	<p>ALWD maintains 13 storage reservoirs with a total capacity of 38 million gallons.</p>	<p>The Basin's water treatment plant currently has 12 million gallons per day (MGD) of capacity. The San Gabriel River watershed.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: Alameda County Water District (ALWD) has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>Joseph F. Hsu Water Filtration Plant (currently has 22 million GPD capacity) will be improved to have a 15 MGD capacity.</p>	<p>CDL</p>	<p>ALWD</p>	<p>ALWD</p>
	<p>San Gabriel Valley Water Company (BMOVA)</p>	<p>RECD, California Public Utilities Commission (CPUC) Rule No. 16</p>	<p>CPUC has established a local supply of water in the Main San Gabriel Basin. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>San Gabriel Valley Water Company (BMOVA) has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>The Basin's water treatment plant currently has 12 million gallons per day (MGD) of capacity. The San Gabriel River watershed.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: San Gabriel Valley Water Company (BMOVA) has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>San Gabriel has plans to construct a new 15 MGD capacity of 15 MGD capacity.</p>	<p>CDL</p>	<p>BMOVA</p>	<p>BMOVA</p>
	<p>California American Water Company (CAW)</p>	<p>RECD, CPUC Rule No. 16</p>	<p>CAW has the ability to purchase water from the City of Irwindale for replacement of the MWD's water supply. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>CAW operates 13 reservoirs with a total capacity of 25 million gallons.</p>	<p>The City operates 2 water treatment facilities. The City, along with the Upper District, constructed two parallel-basin air stripping facility to insure that water quality is maintained. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: The District Service Area of California American Water Company has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>As of 2015, CAW American plans to disband the Irwindale system led by California American Water Company. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>CDL</p>	<p>CAW</p>	<p>CAW</p>
<p>Main San Gabriel Basin Watermaster</p>	<p>City of Monrovia Water District</p>	<p>RECD</p>	<p>Monrovia has the ability to purchase water from the City of Irwindale for replacement of the MWD's water supply. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>The City operates 13 reservoirs with a total capacity of 25 million gallons.</p>	<p>The City, along with the Upper District, constructed two parallel-basin air stripping facility to insure that water quality is maintained. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: Monrovia Water District has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>No specific improvements listed, but the city will replace groundwater wells as necessary and continue to maintain production wells, conveyance pipes, and booster pumps.</p>	<p>CDL</p>	<p>City of Monrovia Water District</p>	<p>City of Monrovia Water District</p>
	<p>Golden State Water (GSWA)</p>	<p>RECD, CPUC Rule No. 16</p>	<p>GSWA has the ability to purchase water from the City of Irwindale for replacement of the MWD's water supply. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>GSWA operates 13 reservoirs with a total capacity of 25 million gallons.</p>	<p>The City, along with the Upper District, constructed two parallel-basin air stripping facility to insure that water quality is maintained. The Basin's annual Operating Safe Yield is 1.4 million acre-feet. This amount is 4,522.7 AF for the 2014-2015 cycle.</p>	<p>Groundwater sources are considered vulnerable to discharge from industry, landfills, dry cleaners, automobile repair shops, gas stations, high density housing, fleet truck and bus terminals, auto, and other collection systems. Other contaminants that may be present include: Microbial, inorganic, pesticides/herbicides, organic chemicals, radioactive constituents, petroleum hydrocarbons, and other toxic substances. Include VOCs (Specifically TCE & PCE), perchlorate (PCOS), NOMA (Total), and 1,4-dioxane.</p>	<p>COMPLIANT: Golden State Water - GSWA has no health based (MCL) monitoring or monitoring/reporting violations reported within the last ten years.</p>	<p>Not Available</p>	<p>CDL</p>	<p>Golden State Water District</p>	<p>Golden State Water District</p>

CITY OF IRWINDALE DOMESTIC WATER BOUNDARY MAP

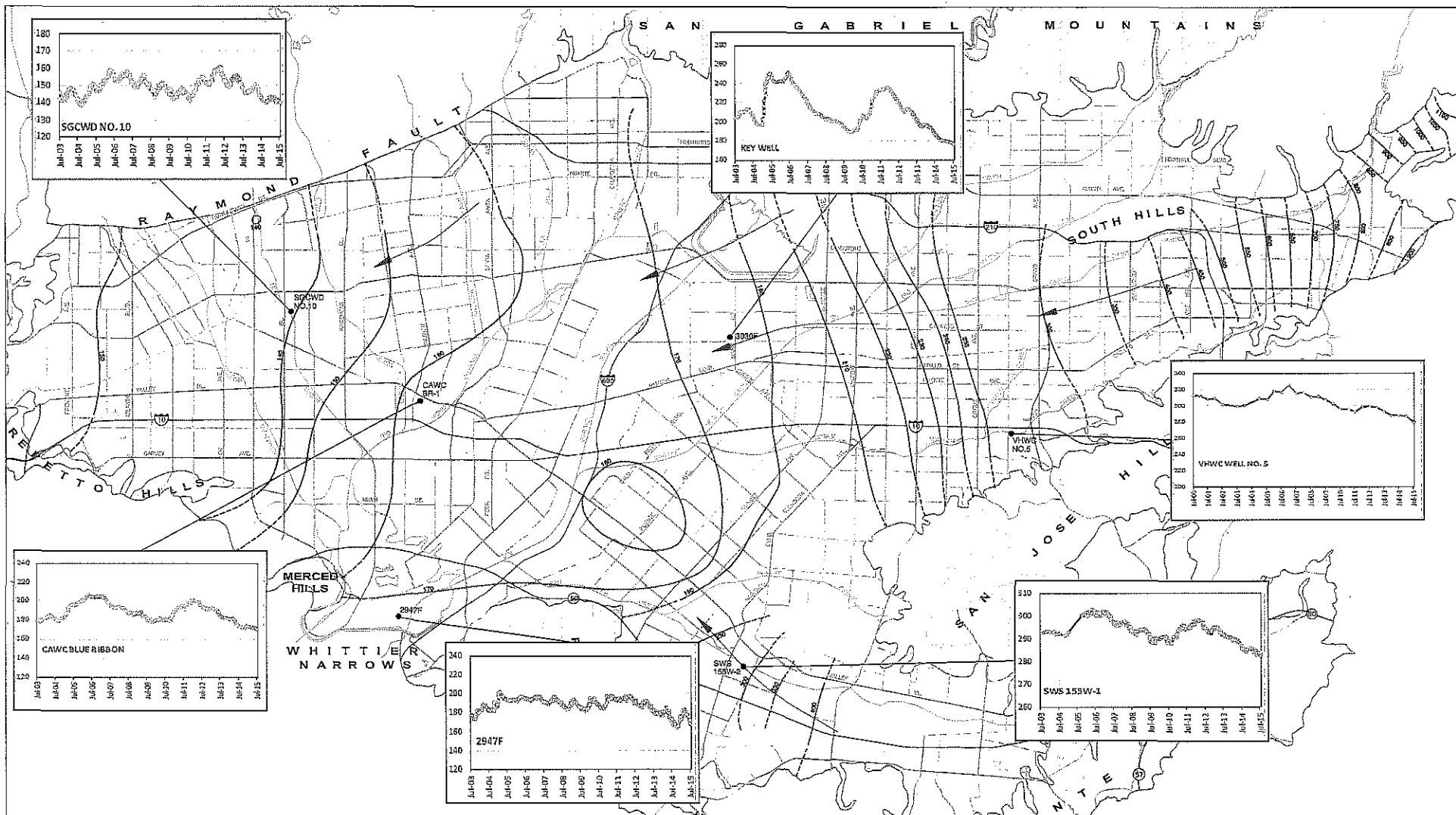


LEGEND

-  SAN GABRIEL VALLEY WATER CO.
14404 VALLEY BLVD.
CITY OF INDUSTRY, CA 91748
CONTACT PERSON: ALAN FROST
(909) 201-7361
-  GOLDEN STATE WATER
130 LIVE OAK AVE
ARCADIA, CA 91006
CONTACT PERSON: HEATHER COLE
(914) 836-771 EXT. 348
-  AZUSA LIGHT & WATER
728 N. AZUSA AVE
AZUSA, CA 91702
CONTACT PERSON: KEN COBBEY
(928) 512-6080
-  CAL AMERICAN WATER CO.
2200 HUNTINGTON DRIVE
SAN MARINO, CA 91108
CONTACT PERSON: LOUIE RONALDO
(928) 514-2534
-  VALLEY COUNTY WATER DISTRICT
14821 RAMONA BLVD.
DALEWYN PARK, CA 91706
CONTACT PERSON: TOM MONTENSON
(928) 335-7001 EXT. 258
-  MONROVIA WATER DIVISION
415 S. MY AVENUE
MONROVIA, CA 91016
CONTACT PERSON: PAUL ZAMPIELLO
(928) 945-0311

APPROVED BY:	CITY ENGINEER	DATE:	FILE NO.:
DESIGN BY:		RECOMMENDED:	
DRAWN BY:		SHEET:	1 OF 1
CHECKED BY:	DATE: 8/23/17	SCALE: AS SHOWN	

N. T. S.
REVISED 8/23/17



MAIN SAN GABRIEL BASIN WATERMASTER

SIMULATED 2015-16 BASIN GROUNDWATER CONTOURS

STETSON
ENGINEERS INC.

841 VILLAGE OAKS DRIVE, SUITE 100
Covina, California 91724
TEL: (909) 947-6200
FAX: (909) 947-6065

2071 B Francisco Blvd., Suite K
San Rafael, California 94903

2051 W. Duval Ave., Suite A208
Mesa, Arizona 85202

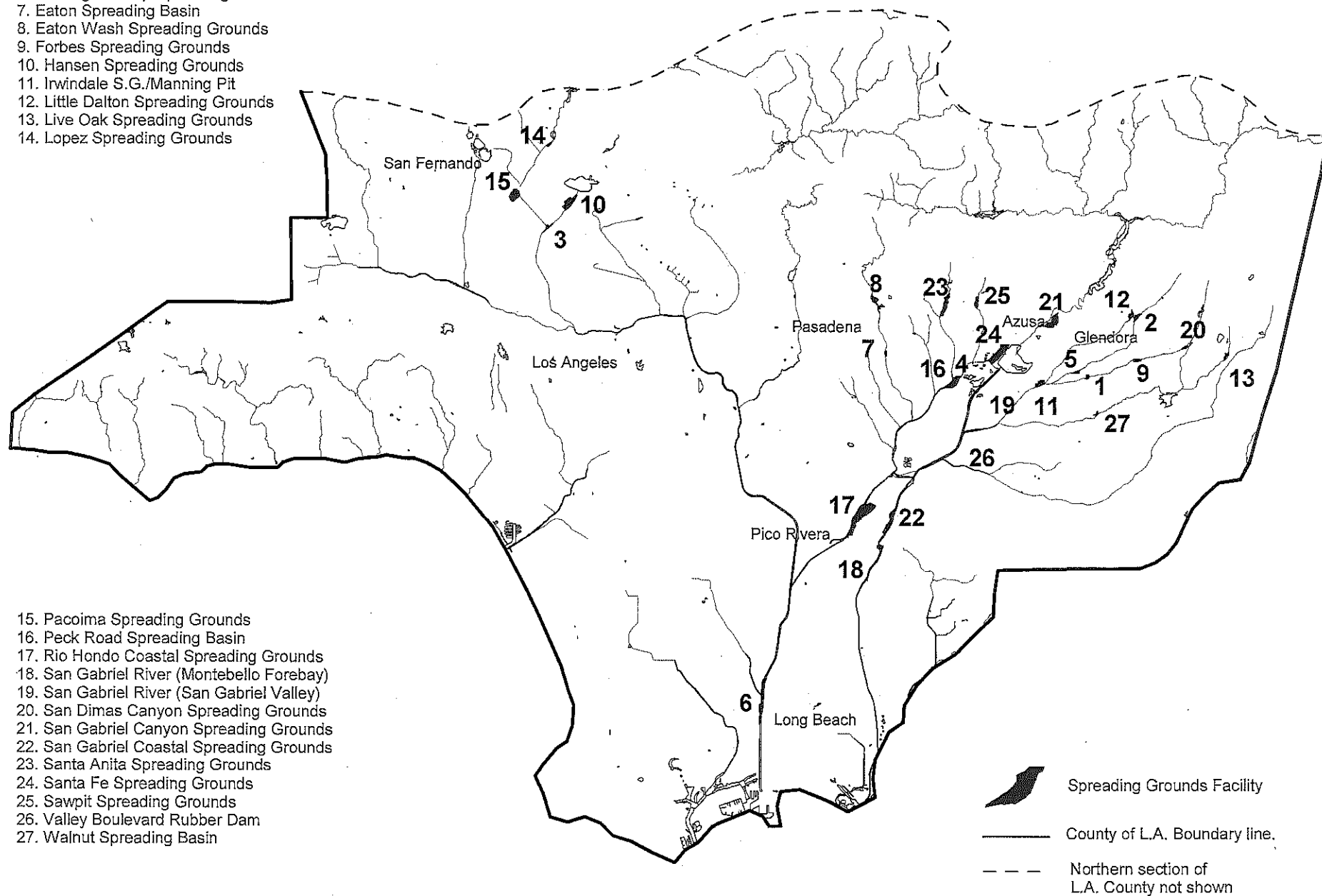
APPROXIMATE SCALE
0 4,000'




MainSanGabrielBasin
WATERMASTER

County of Los Angeles Department of Public Works Spreading Grounds Facilities

1. Ben Lomond Spreading Grounds
2. Big Dalton Spreading Grounds
3. Branford Spreading Basin
4. Buena Vista Spreading Basin
5. Citrus Spreading Grounds
6. Dominguez Gap Spreading Grounds
7. Eaton Spreading Basin
8. Eaton Wash Spreading Grounds
9. Forbes Spreading Grounds
10. Hansen Spreading Grounds
11. Irwindale S.G./Manning Pit
12. Little Dalton Spreading Grounds
13. Live Oak Spreading Grounds
14. Lopez Spreading Grounds

15. Pacoima Spreading Grounds
16. Peck Road Spreading Basin
17. Rio Hondo Coastal Spreading Grounds
18. San Gabriel River (Montebello Forebay)
19. San Gabriel River (San Gabriel Valley)
20. San Dimas Canyon Spreading Grounds
21. San Gabriel Canyon Spreading Grounds
22. San Gabriel Coastal Spreading Grounds
23. Santa Anita Spreading Grounds
24. Santa Fe Spreading Grounds
25. Sawpit Spreading Grounds
26. Valley Boulevard Rubber Dam
27. Walnut Spreading Basin



-  Spreading Grounds Facility
-  County of L.A. Boundary line.
-  Northern section of L.A. County not shown

SUCCESSOR AGENCY AGENDA

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

ITEM

1A1

FEB 28 2018

JANUARY 24, 2018
WEDNESDAY
8:20 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz, Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: Fred Galante, City Attorney; Theresa Olivares, Assistant City Manager; Ty Henshaw, Chief of Police; William Tam, Development Services Director/ City Engineer; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
INVESTMENT
QUARTERLY REPORT
FOR DECEMBER 31,
2017

INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2017

The Investment Quarterly Report for December 31, 2017, was received and filed.

ITEM NO. 1D
FOURTH AMENDMENT
TO BROKER SERVICES
AGREEMENT BETWEEN
THE CITY OF
IRWINDALE
SUCCESSOR AGENCY
AND RSG, INC. FOR
THE PROPOSED
PURCHASE AND SALE
TRANSACTIONS BY

FOURTH AMENDMENT TO BROKER SERVICES AGREEMENT BETWEEN THE CITY OF IRWINDALE SUCCESSOR AGENCY AND RSG, INC. FOR PROPOSED PURCHASE AND SALE TRANSACTIONS BY THE CITY OF IRWINDALE SUCCESSOR AGENCY

1) The "Fourth Amendment to Real Estate Advisory and Broker Services Agreement between the Successor Agency to the Irwindale Community Redevelopment Agency and RSG, Inc. (Calbre Corporate License No. 01930929 "Contractor") to Serve as the Exclusive Agent for the Sale of Real Estate and Prove Other

SUCCESSOR AGENCY MINUTES
REGULAR MEETING

JANUARY 24, 2018

PAGE 2

THE CITY OF
IRWINDALE
SUCCESSOR AGENCY

Real Estate Advisory Services," was approved, and 2) the Assistant Executive Director was authorized to enter into said agreement.

ITEM NO. 1E
CONSIDERATION OF
RESOLUTION
APPROVING A
RECOGNIZED
OBLIGATION PAYMENT
SCHEDULE AND
ADMINISTRATIVE
BUDGET FOR
JULY 1, 2018,
THROUGH JUNE 30,
2019

CONSIDERATION OF RESOLUTION NO. SA 2018-08-3002 OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 1, 2018, THROUGH JUNE 30, 2019

RESOLUTION NO.
SA 2018-08-3002
ADOPTED

Resolution No. SA 2018-08-3002, entitled:

"A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE MONTH FISCAL PERIOD BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019," was passed, approved, and adopted.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SUCCESSOR AGENCY AGENDA

ITEM

1A2

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 28 2018

FEBRUARY 14, 2018
WEDNESDAY
8:01 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz, Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: Fred Galante, City Attorney; Theresa Olivares,
Assistant City Manager; Ty Henshaw, Chief of Police; William Tam,
Development Services Director/ City Engineer; Eva Carreon,
Director of Finance; Mary Hull, Human Resources Manager, and
Armando Hegdahl, Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by
Councilmember Burrola, to approve the Consent Calendar; reading
resolutions and ordinances by title only and waiving further reading
thereof. The motion was unanimously approved.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held January 10, 2018

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 8:01 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

FEB 28 2018

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
64752	ALESHIRE	Aleshire & Wynder, LLP	02/08/2018	8,662.50
64753	ROSENO	Rosenow Spevacek Group Inc	02/08/2018	3,398.75
Report Total (2 checks):				12,061.25

HOUSING AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 28 2018

JANUARY 24, 2018
WEDNESDAY
5:30 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: Fred Galante, Authority Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Chief of Police; William Tam, Development Services Director/ City Engineer; Eva Carreon, Director of Finance; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: 2424 Mountain Avenue
8534-001-901

Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and terms

ACTION: General discussion held on the impact on the price and terms as a result of SB341 (specific property not discussed). Update provided; direction given; no further reportable action taken.

Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale

ACTION: General discussion held on the impact on the price and terms as a result of SB341 (specific property not discussed). Update provided; direction given; no further reportable action taken.

Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority & Miguel Miranda and Michael Miranda
Under Negotiation: Price and terms

ACTION: General discussion held on the impact on the price and terms as a result of SB341 (specific property not discussed). Update provided; direction given; no further reportable action taken.

Property: 5103 Irwindale Avenue
Negotiating Parties: Irwindale Housing Authority
Under Negotiation: Potential Acquisition

ACTION: Discussed, direction given; no further reportable action taken (Chair Breceda and Board Member Garcia abstained, left the Closed Session room, and did not participate)

**RECONVENE IN
OPEN SESSION**

At 8:20 p.m., the Housing Authority convened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

**ITEM NO. 1A1
MINUTES**

MINUTES

No minutes for approval

**ITEM NO. 1B
INVESTMENT
QUARTERLY REPORT
FOR DECEMBER 31,
2017**

INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2017

The Investment Quarterly Report for December 31, 2017, was received and filed.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:22 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

REGULAR AGENDA
ITEM 1A2

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEB 28 2018

FEBRUARY 14, 2018
WEDNESDAY
6:00 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: Fred Galante, Authority Attorney; Theresa Olivares,
Assistant Executive Director; Ty Henshaw, Chief of Police; William
Tam, Development Services Director/ City Engineer; Eva Carreon,
Director of Finance; Mary Hull, Human Resources Manager, and
Armando Hegdahl, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 6:00 p.m., the Housing Authority recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators
Pursuant to California Government Code Section 54956.8

Property: 16203-33 Arrow Highway
Negotiating Parties: Housing Authority and Panattoni
Under Negotiation: Price and terms

ACTION: Discussed; no further reportable action taken

**RECONVENE IN
OPEN SESSION**

At 8:01 p.m., the Housing Authority convened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by
Authority Member Burrola, to approve the Consent Calendar; reading
resolutions and ordinances by title only and waiving further reading
thereof. The motion was unanimously approved.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held January 10, 2018

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:02 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary